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**United States District Court
Central District of California**

RONALD E. SWEENEY, et al.,

Plaintiffs,

v.

DWAYNE MICHAEL CARTER JR., et
al.,

Defendants.

Case No 2:21-cv-01689-ODW (JCx)

**ORDER GRANTING MOTION TO
DISMISS [13]**

I. INTRODUCTION

Pending before the Court is Defendants’ motion to dismiss this action for lack of personal jurisdiction, among other things. (*See generally* Mot. to Dismiss (“Mot.”), ECF No. 13.) For the reasons discussed below, the Court **GRANTS** Defendants’ Motion.¹

II. BACKGROUND

Plaintiff Ronald E. Sweeney is a California entertainment attorney and President of co-plaintiff Avant Garde Management (collectively “Plaintiffs”). (Notice of Removal Ex. 2 (“Compl.”) ¶ 5, ECF No. 1-2.) Plaintiffs have worked for

¹ Having carefully considered the papers filed in connection with the Motion, the Court deemed the matter appropriate for decision without oral argument. Fed. R. Civ. P. 78; C.D. Cal. L.R. 7-15.

1 Defendant Dwayne Michael Carter, a performer professionally known as Lil Wayne,
2 since 2005. (*Id.* ¶ 17.) Plaintiffs allege Carter has breached several oral agreements
3 by failing to pay for Plaintiffs’ services in full. (*Id.* ¶ 4.) Plaintiffs have also named
4 Carter’s “Young Money” business entities—namely Young Money Entertainment
5 LLC (Carter’s record label), Young Money Publishing, Inc., Young Money Records,
6 Inc., Young Money Ventures, LLC, and Young Money Touring, Inc.—as
7 co-defendants (collectively “Defendants”). (*Id.* ¶¶ 8–12, 18.)

8 In 2005, Carter’s then-manager sought Sweeney’s help renegotiating a “terrible
9 contractual arrangement that [Carter] had with Cash Money Records” at the time. (*Id.*
10 ¶ 17; Decl. Ronald E. Sweeney (“Sweeney Decl.”) ¶ 8, ECF No. 14-1.) Plaintiffs
11 assert Carter first met with Sweeney in Westwood, Los Angeles. (Sweeney Decl.
12 ¶ 8.) Some time after this “successful first representation,” Carter hired Sweeney on
13 an ongoing basis. (*Id.*) Plaintiffs allege Carter hired Sweeney “as his personal
14 manager,” (Compl. ¶ 18), while Carter asserts he hired Sweeney solely as an
15 “entertainment lawyer,” (Decl. Dwayne Michael Carter (“Carter Decl.”) ¶¶ 5, 13, ECF
16 No. 13-2.)

17 In 2008, upon Carter creating Young Money Entertainment, Sweeney attests
18 that his duties “expanded greatly.” (Sweeney Decl. ¶ 9.) Sweeney contends that, as
19 manager of the Defendant entities, he “agreed to perform a number of functions across
20 the managerial, strategic and business spectrum for [Defendants]” in exchange for
21 10% of Carter’s gross compensation (the “2008 Commissions Agreement”). (*Id.*)

22 In late 2013, Sweeney and Carter met in Atlanta, Georgia. (Compl. ¶ 26.)
23 Plaintiffs allege that Carter, then low on funds, expressed concern he could not
24 continue retaining Plaintiffs. (*Id.* ¶ 27.) Sweeney proposed Carter sue his label, Cash
25 Money, for unpaid revenues and pay Plaintiffs out of the settlement proceeds. (*Id.*
26 ¶¶ 26–27.) Carter allegedly agreed. (*Id.* ¶ 28.) In exchange for Plaintiffs’ continued
27 management services, Carter allegedly promised to pay Plaintiffs 10% of all proceeds
28 from the litigation (the “2013 Litigation Agreement”), plus 10% of any future sales of

1 master recordings owned by Young Money Entertainment (“2013 Masters
2 Agreement”), in addition to Sweeney’s 10% commissions. (*Id.*)

3 In 2014, Carter sued Cash Money. (Sweeney Decl. ¶ 10.) In 2016, Carter
4 initiated a separate suit against Universal Music Group (“UMG”) and
5 SoundExchange. (*Id.* ¶ 12.) In May 2018, Carter settled both lawsuits. (Compl.
6 ¶ 37.) Plaintiffs contend the 2013 Litigation Agreement applies to the proceeds from
7 both settlements. (Sweeney Decl. ¶ 12.) Plaintiffs allege they have received some
8 portion of the settlements but not the agreed-upon 10% from each. (Compl. ¶ 38.)

9 Plaintiffs allege that, in May 2018, they agreed to additional management duties
10 in exchange for a new commissions rate of 17% of Carter’s gross compensation (the
11 “2018 Increased Commissions Agreement”). (*Id.* ¶¶ 39–40.) In September 2018,
12 Carter fired Plaintiffs. (*Id.* ¶ 43.) And in June 2020, Carter sold the master recordings
13 owned by Defendants to UMG for more than \$100 million. (*Id.* ¶ 44.)

14 Plaintiffs filed this suit in the Superior Court of the State of California, County
15 of Los Angeles, asserting causes of action for breach of oral contract, fraudulent
16 inducement, unjust enrichment, quantum meruit, and accounting. (*Id.* ¶¶ 47–68.)
17 Plaintiffs allege that Carter has breached four oral agreements (collectively “the Oral
18 Agreements”) by promising but failing to pay:

- 19 • (1) outstanding 10% commissions owed for management work prior to May
20 2018, in violation of the 2008 Commissions Agreement, (*id.* ¶ 45);
- 21 • (2) the balance of Sweeney’s 10% share of the Cash Money and
22 UMG/SoundExchange settlements, in violation of the 2013 Litigation
23 Agreement made in Atlanta, Georgia, (*id.* ¶¶ 46, 49);
- 24 • (3) all of Sweeney’s promised 10% share of the 2020 UMG master
25 recordings sale, in violation of the 2013 Masters Agreement made in
26 Atlanta, Georgia, (*id.* ¶ 49); and

- 1 • (4) outstanding 17% commissions owed for May–September 2018
2 management work, in violation of the 2018 Increased Commissions
3 Agreement, (*id.* ¶ 45).

4 Defendants removed the matter to this Court based on diversity jurisdiction.
5 (Notice of Removal ¶ 6, ECF No. 1.) Defendants now move to dismiss this action for
6 lack of personal jurisdiction under Federal Rule of Civil Procedure (“Rule”) 12(b)(2).
7 (Mot. 1, 9–13.) Defendants alternatively move to dismiss or stay the instant action
8 under the *Colorado River* doctrine based on Carter’s pending lawsuit against Sweeney
9 in New York state court. (*Id.* at 1, 14–19.) Defendants also alternatively move for
10 judgment on the pleadings. (*Id.* at 1, 20–25.) The matter is fully briefed. (*See* Mot.;
11 Opp’n, ECF No. 14; Reply ISO Mot., ECF No. 24.)²

12 **III. LEGAL STANDARD**

13 Under California’s long-arm statute, courts may only exercise personal
14 jurisdiction over a non-resident defendant if doing so “comports with the limits
15 imposed by federal due process.” *Daimler AG v. Bauman*, 571 U.S. 117, 125 (2014).
16 Where the non-resident defendant has “at least ‘minimum contacts’ with the relevant
17 forum such that the exercise of jurisdiction ‘does not offend traditional notions of fair
18 play and substantial justice,’” a court may exercise either general or specific personal
19 jurisdiction. *Dole Food Co., Inc. v. Watts*, 303 F.3d 1104, 1110–11 (9th Cir. 2002)
20 (quoting *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)).

21 _____
22 ² Defendants request judicial notice of numerous documents Carter filed in a separate action against
23 Sweeney. (*See* Mot. 5 n.4.) These include a copy of that complaint (Carter Decl. Ex. A); an email
24 from Sweeney terminating his relationship with Carter (Decl. Tami Kameda Sims (“Sims Decl.”)
25 Ex. A, ECF No. 13-1); an affidavit Sweeney filed and later withdrew (*id.* Ex. B); and a purported fee
26 agreement, unsigned, between Sweeney and Carter, attached to Sweeney’s withdrawn affidavit (*id.*
27 Ex. B-4). Generally, a court may not consider material beyond the pleadings in ruling on a motion
28 to dismiss. *Lee v. City of Los Angeles*, 250 F.3d 668, 688 (9th Cir. 2001). However, the Court may
judicially notice “facts not subject to reasonable dispute” because they are “generally known within
the trial court’s territorial jurisdiction” or “can be accurately and readily determined from sources
whose accuracy cannot reasonably be questioned.” Fed. R. Evid. 201. The Court does not rely on
the proffered complaint to resolve the present Motion, nor may the Court judicially notice the other
exhibits that remain disputed by the parties. Accordingly, the request is **DENIED**.

1 Pursuant to Rule 12(b)(2), a party may seek to dismiss an action for lack of
2 personal jurisdiction. The plaintiff has the burden of demonstrating that the exercise
3 of personal jurisdiction is proper. *Menken v. Emm*, 503 F.3d 1050, 1056 (9th Cir.
4 2007). Where the motion is based on written materials rather than an evidentiary
5 hearing, “the plaintiff need only make a prima facie showing of jurisdictional facts.”
6 *Sher v. Johnson*, 911 F.2d 1357, 1361 (9th Cir. 1990). “Conflicts between parties
7 over statements contained in affidavits must be resolved in the plaintiff’s favor.”
8 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004).

9 IV. DISCUSSION

10 Defendants argue that the Court may not subject Carter or any of the Young
11 Money entities to general or specific jurisdiction in California. For the reasons below,
12 the Court agrees. Because that conclusion resolves the Motion, the Court need not
13 address Defendants’ second and third theories.³

14 A. General Jurisdiction

15 To exercise general jurisdiction over a defendant, its affiliations with the forum
16 state must be so “continuous and systematic” as to render it essentially “at home.”
17 *Daimler*, 571 U.S. at 139. Because a finding of general jurisdiction “permits a
18 defendant to be haled into court in the forum state to answer for any of its activities
19 anywhere in the world,” the standard is “exacting.” *Schwarzenegger*, 374 F.3d at 801.
20 “For an individual, the paradigm forum for the exercise of general jurisdiction is [his]
21 domicile.” *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 924
22 (2011). The equivalent “paradigm all-purpose forums” for a corporation are its “place
23 of incorporation and principal place of business.” *Daimler*, 571 U.S. at 137.

24
25 ³ Plaintiffs file boilerplate objections to portions of Defendants’ supporting declarations on the
26 grounds that such statements lack foundation, lack personal knowledge, are speculative, and are
27 conclusory. (See Pls. Evid. Objs. to Decls. Sims; Theodore Harris; Beth Sabbagh; and Derek A.
28 Williams ISO Mot., ECF Nos. 15, 28–30.) In reaching its conclusion below, the Court does not rely
on any statements that lack foundation, lack personal knowledge, or are speculative, conclusory,
irrelevant, or otherwise inadmissible. Thus, to the extent the Court considers such statements, the
Court **OVERRULES** Plaintiffs’ objections.

1 The parties agree Carter is a resident of Florida. (Compl. ¶ 7; Carter Decl.
2 ¶¶ 16, 18–20.) The parties also agree that no Defendant entity is incorporated or
3 maintains its principal place of business in California. (Compl. ¶¶ 8–12; Carter Decl.
4 ¶¶ 26–32.) As Defendants’ “paradigm forums” of jurisdiction are outside California,
5 the Court presumptively lacks general jurisdiction over Defendants.

6 Nonetheless, Plaintiffs contend all Defendants have sufficient ties to California
7 to subject them to general jurisdiction. Plaintiffs point to Defendants’ “significant and
8 continuous business dealings and relationships” in the state, including recording,
9 publishing, and touring agreements with California-based companies; California tour
10 performances; and television show tapings in Los Angeles. (Opp’n 16–17; Sweeney
11 Decl. ¶¶ 27–30.) Plaintiffs also contend Carter has significant personal connections to
12 the forum, such as purchasing a home, maintaining bank accounts, and spending “the
13 bulk of 2020” in California. (Sweeney Decl. ¶¶ 26, 32.)

14 The isolated contacts put forth by Plaintiffs fall well short of “continuous and
15 systematic” affiliations. *Daimler*, 571 U.S. at 139. Courts have “routinely rejected
16 the suggestion that generating substantial revenue from the sale of products or services
17 to forum state residents is by itself sufficient to support the exercise of general
18 jurisdiction.” *Costa v. Keppel Singmarine Dockyard PTE*, No. CV 01-11015 MMM,
19 2003 WL 24242419, at *9–10 (C.D. Cal. Apr. 24, 2003) (collecting cases). Likewise,
20 Carter’s temporary travel and purchase of property in the forum hardly amount to the
21 “exceptional case” where Defendants’ operations are so substantial as to render them
22 “at home” in California. *Daimler*, 571 U.S. at 139 n.19. Thus, the Court cannot
23 exercise general jurisdiction over Defendants.

24 **B. Specific Jurisdiction**

25 Where a defendant’s forum contacts fail to demonstrate “continuous and
26 systematic” affiliations, more limited specific jurisdiction may be found if “the suit
27 arises out of or relates to the defendant’s contacts with the forum.” *Goodyear*,
28 564 U.S. at 923–24 (alterations and internal quotation marks omitted). In the Ninth

1 Circuit, specific jurisdiction over a non-resident defendant exists where: (1) the
 2 defendant either purposefully directed its activities at the forum or purposefully
 3 availed itself of the privilege of conducting activities in the forum; (2) the plaintiff’s
 4 claim arises out of the defendant’s forum-related activities; and (3) the court’s exercise
 5 of personal jurisdiction over the defendant is reasonable. *Schwarzenegger*, 374 F.3d
 6 at 802. The plaintiff has the burden of establishing the first two prongs. *Id.* The
 7 burden then shifts to the defendant to show the exercise of jurisdiction would not be
 8 reasonable. *Id.* Defendants primarily contest the first two prongs. (See Mot. 12–13;
 9 Reply 3–6.)

10 *1. Purposeful Availment*

11 In cases sounding in contract, courts most often use a purposeful availment
 12 analysis. *Schwarzenegger*, 374 F.3d at 802. The plaintiff must “show[] that a
 13 defendant purposefully availed himself of the privilege of doing business in” the
 14 forum. *Id.* Such a showing “typically consists of evidence of the defendant’s actions
 15 in the forum, such as executing or performing a contract there.” *Id.*⁴ “[M]erely
 16 contracting with a resident of the forum state is insufficient.” *Ziegler v. Indian River*
 17 *Cnty.*, 64 F.3d 470, 473 (9th Cir. 1995). In analyzing purposeful availment, courts
 18 primarily consider four factors: (1) prior negotiations between the parties; (2) the
 19 terms of the contract; (3) contemplated future consequences; and (4) the parties’ actual
 20 course of dealing. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 479 (1985).

21 *a. Prior Negotiations*

22 “The first factor looks at where and how the parties conducted their
 23 negotiations.” *Salvare La Vita Water, LLC v. Crazy Bottling Co., LLC*, No. 19-cv-
 24 07497-DMR, 2020 WL 4051792, at *5 (N.D. Cal. July 20, 2020). It is “presumptively
 25 reasonable” to subject a defendant to personal jurisdiction where he “deliberately
 26

27 ⁴ Suits sounding in tort typically use a purposeful direction analysis, which examines “defendant’s
 28 actions outside the forum state that are directed at the forum.” *Id.* at 802–03. Where, as here, some
 claims sound in tort but all arise out of a contractual relationship, the standard of purposeful
 availment is appropriately applied. See *Costa*, 2003 WL 24242419, at *14–15.

1 reached out beyond” his own borders to negotiate with a party in the forum state.
2 *Burger King*, 471 U.S. at 479–80 (alteration and internal quotation marks omitted).

3 Plaintiffs have not provided information on what, where, or how any
4 negotiations took place prior to any of the Oral Agreements. Plaintiffs allege that they
5 “agreed to” expand their duties in 2008 and 2018, implying Defendants requested the
6 expansions. (Compl. ¶¶ 18, 39–40.) Initiating an agreement could support purposeful
7 availment. *Cf. Skanda Grp. of Indus. v. Cap. Health Partner*, No. 2:20-CV-10189-
8 CAS (MRWx), 2020 WL 7630687, at *5 (C.D. Cal. Dec. 21, 2020) (“[T]hat *plaintiff*
9 solicited the deal with defendant cuts against finding purposeful availment.”
10 (emphasis added)). On the other hand, the record is clear that *Plaintiffs* proposed the
11 2013 Litigation Agreement, not Defendants. (Compl. ¶ 26.) Moreover, Plaintiffs did
12 so in Georgia, not California, and Plaintiffs allege Sweeney and Carter reached the
13 2013 Masters Agreement in the same Georgia meeting. These facts weigh against
14 purposeful availment.

15 Plaintiffs have provided no indication of negotiations occurring in the forum
16 and, indeed, the record establishes Plaintiffs solicited at least one agreement *outside*
17 the forum. On balance, this factor weighs against a finding of purposeful availment.

18 b. Terms of the Contract

19 Similarly, Plaintiffs have not alleged any terms that indicate purposeful
20 availment. “Terms that provide fair notice to a defendant that he may possibly be
21 subject to suit in the forum state weigh in favor of a purposeful availment finding.”
22 *Skanda*, 2020 WL 7630687, at *5 (quoting *LocusPoint Networks v. D.T.V.*, No. 3:14-
23 CV-01278-JSC, 2014 WL 3836792, at *6 (N.D. Cal. Aug. 1, 2014)). In finding no
24 purposeful availment in *Skanda*, the court noted the contract did not include a
25 California choice of law provision, require performance in California, nor “mention
26 California in any other way.” *Id.* Here, Plaintiffs’ pleadings similarly lack any
27 forum-specific terms; indeed, the only contract terms Plaintiffs allege are Plaintiffs’
28 rates of compensation. This factor weighs against a finding of purposeful availment.

1 c. Contemplated Future Consequences

2 The contemplated future consequences of the Oral Agreements, likewise, do not
3 support a finding of purposeful availment. Under this factor, “parties who reach out
4 beyond one state and create continuing relationships and obligations with citizens of
5 another state are subject to regulation and sanctions in the other State for the
6 consequences of their activities.” *Burger King*, 471 U.S. at 473 (internal quotation
7 marks omitted). In *Burger King*, a Michigan citizen entered into a 20-year contract
8 with Florida-based Burger King to operate a franchise in Michigan. *Id.* at 480. The
9 Supreme Court held that the defendant purposefully availed himself of the laws of
10 Florida, in part because he had “voluntarily” accepted a “long-term” agreement of
11 regulation from Burger King’s Florida headquarters. *Id.* at 479–80 (alteration and
12 internal quotation marks omitted).

13 Here, unlike *Burger King*, Plaintiffs have not shown Defendants contemplated
14 future consequences in California from the Oral Agreements.

15 First, Plaintiffs assert that Sweeney “made [Carter] well aware of the fact” that
16 Sweeney is a California attorney. (Sweeney Decl. ¶ 18.) However, it is undisputed
17 that Sweeney maintained a New York office and used that address in his
18 correspondence with Carter and Defendants while working for them. (*Id.* ¶ 20,
19 Exs. C–D.) And although Sweeney’s email signature notes Sweeney is licensed in
20 California, it does not specify he is licensed *only* in California. (*Id.*) Carter also
21 attests that Sweeney claimed to live in and practice law in New York while working
22 for Carter. (Carter Decl. ¶ 7.) Given that Plaintiffs touted their significant New York
23 connections to Defendants, the record does not support that Defendants contemplated
24 consequences in California. Further, even assuming Carter knew Sweeney was
25 licensed only in California, Plaintiffs specifically disavow the notion that Defendants
26 hired Plaintiffs merely for legal services, (*see* Sweeney Decl. ¶¶ 9, 25), so the forum
27 of Sweeney’s license does not support a finding that Defendants purposefully availed
28 themselves of California representation.

1 Second, Plaintiffs fail to demonstrate that Defendants agreed to any meaningful
2 level of ongoing cooperation with a forum resident, as could indicate continuing
3 obligation. *See LocusPoint*, 2014 WL 3836792, at *6 (finding foreign defendant had
4 contemplated future obligations to California where it entered into a contract with a
5 California plaintiff requiring both parties to “cooperate fully with each other”
6 (alteration omitted)). Here, the Oral Agreements involve a much lesser degree of
7 cooperation. Plaintiffs admit Defendants had little involvement with legal matters;
8 Carter “never once met, spoke to, or otherwise communicated with[] any of his own
9 litigation attorneys.” (Sweeney Decl. ¶ 13.) The extent of Defendants’ obligations, as
10 alleged, was paying Plaintiffs. Thus, the nature of Defendants’ relationship with
11 California is far more “random, fortuitous, [and] attenuated” than the relationships
12 supporting purposeful availment in *LocusPoint* and *Burger King*. *Burger King*,
13 471 U.S. at 480 (internal quotation marks omitted).

14 As Plaintiffs have not shown Defendants contemplated future consequences in
15 California, this factor does not weigh in favor of purposeful availment.

16 d. Actual Course of Dealing

17 The final purposeful availment factor analyzes whether the “quality and nature”
18 of Defendants’ relationship with Plaintiffs in California created a substantial
19 connection with the forum. *See id.* The Court finds no such connection here.

20 The case of *McGlinchy v. Shell Chemical Co.* is instructive. 845 F.2d 802
21 (9th Cir. 1988). In *McGlinchy*, a California resident and his wholly owned company
22 entered into agreements with overseas defendant Shell International Chemical in
23 exchange for sales commissions. *Id.* at 805. Although the plaintiffs signed the written
24 contract in California and “performed 90% of [their] activities in the Bay Area,” the
25 Ninth Circuit found it lacked specific jurisdiction over the defendant. *Id.* at 816
26 (alteration in original). The contract did not refer to California as the plaintiffs’ place
27 of residence or the forum for dispute resolution, nor did it mention reliance on the
28 plaintiffs’ California facilities. *Id.* Moreover, the defendant performed no part of the

1 contract in California. *Id.* As the plaintiffs acted “unilateral[ly]” in the forum, the
2 court held that their actions did not give rise to specific jurisdiction. *Id.* at 816–17.

3 Like the agreements in *McGlinchy*, the Oral Agreements here do not include
4 California-specific terms. Additionally, like *McGlinchy*, Plaintiffs have not alleged
5 that Defendants performed the Oral Agreements in the forum. *See id.* Sweeney attests
6 that he carried out some 75% of his work pertaining to Carter from California.
7 (Sweeney Decl. ¶ 17.) However, the scope of the Court’s purposeful availment
8 inquiry is limited to Defendants’ contacts that “proximately result from actions by
9 [Defendants *themselves*],” *Burger King*, 471 U.S. at 475 (emphasis in original);
10 Plaintiffs’ unilateral actions are “irrelevant,” *Skanda*, 2020 WL 7630687, at *6.
11 Indeed, Defendants’ alleged failure to perform evinces a *lack* of activity in the forum.
12 *See Hudson-Munoz, LLC v. U.S. Waffle Co.*, No. 2:19-cv-01960-ODW (RAOx),
13 2019 WL 3548919 (C.D. Cal. Aug. 5, 2019) (finding defendant’s refusal to perform
14 provisions directed towards California merely showed an absence of activity in, and
15 not a connection with, California).

16 As Plaintiffs have not alleged any in-forum actions by Defendants to carry out
17 the Oral Agreements, this factor does not weigh in favor of purposeful availment.

18 Plaintiffs additionally argue that Defendants purposely availed themselves of
19 the privilege of conducting their activities in California by filing fifteen prior lawsuits
20 in the state. (Opp’n 19–20; Sweeney Decl. ¶ 19.) However, to support a finding of
21 specific jurisdiction, the prior litigation must be based on the same transaction or arise
22 out of the same nucleus of operative facts. *See Mattel, Inc. v. Greiner & Hausser*
23 *GmbH*, 354 F.3d 857, 863–64 (9th Cir. 2003). All of Carter’s prior actions appear to
24 arise out of an entirely different set of facts than this action. As a result, Carter’s prior
25 litigation in California does not support a finding of purposeful availment.

26 Analyzing the Oral Agreements under all four *Burger King* factors, the Court
27 finds that Plaintiffs have failed to show Defendants purposefully availed themselves
28 of the privilege of conducting activities in the forum.

1 2. *Arising Out of Defendants' Forum-Related Activities*

2 Even if Plaintiffs had satisfied the requirement of purposeful availment, which
3 they do not, the Court finds that the claims asserted in the litigation do not arise out of
4 Defendants' forum related activities. Courts in the Ninth Circuit analyze this prong
5 under a "but for" causation analysis. *See Panavision Int'l v. Toeppen*, 141 F.3d 1316,
6 1322 (9th Cir. 1998) (finding the causation prong satisfied where plaintiff's injury
7 would not have occurred "but for" defendant's conduct directed toward plaintiff in
8 California).⁵ Even a "single forum state contact can support jurisdiction if the cause
9 of action arises out of that particular purposeful contact of the defendant with the
10 forum state." *Yahoo! Inc. v. La Ligue Contre Le Racisme Et L'Antisemitisme*, 433 F.3d
11 1199, 1210 (9th Cir. 2006) (alterations and internal quotation marks omitted).

12 Plaintiffs rely on a "single forum state contact" by Defendants that purportedly
13 gave rise to the instant litigation: Carter traveling to Westwood, Los Angeles to meet
14 Sweeney in 2005. (Opp'n 21.) Plaintiffs argue that the entirety of the parties'
15 relationship, and thus the injury from the breached Oral Agreements, would not have
16 occurred but for the Los Angeles meeting.

17 Plaintiffs' application of the "but for" test is overbroad. "But for" contacts with
18 a forum state "may only be considered for purposes of the jurisdictional analysis if
19 they are sufficiently related to the underlying causes of action"; they "still must have
20 some degree of proximate causation." *Metro-Goldwyn-Mayer Studios v. Grokster,*
21 *Ltd.*, 243 F. Supp. 2d 1073, 1085 (C.D. Cal. 2003). Here, Sweeney attests that the
22 parties entered into the alleged 2008 Commissions Agreement upon the creation of
23 Young Money Entertainment, years after the initial meeting in Los Angeles.

24 ⁵ As specific jurisdiction may be exercised where claims "arise[] out of *or relate[] to*" a defendant's
25 contact with the forum, *Schwarzenegger*, 374 F.3d at 802 (emphasis added), the Supreme Court
26 recently clarified that specific jurisdiction may still be found without strict causality, *Ford Motor Co.*
27 *v. Mont. Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1026 (2021) (noting that "some relationships will
28 support jurisdiction without a causal showing"). Because Plaintiffs have not shown Defendants
purposefully availed themselves of the forum, and because neither party addresses whether the
dispute sufficiently "relates to" Defendants' forum contacts, the Court moves forward with a
causation analysis.

1 (Sweeney Decl. ¶ 9.) The Court finds the initial retention of Sweeney is too
2 attenuated from the Oral Agreements to be considered a “but for” cause of Plaintiffs’
3 alleged injuries.

4 3. Reasonableness

5 Plaintiff has not made a prima facie showing of the first two prongs of specific
6 jurisdiction. Consequently, the Court need not reach the issue of reasonableness.

7 From the foregoing analysis, the Court concludes Plaintiffs have failed to meet
8 their burden to establish personal jurisdiction over Defendants. Without personal
9 jurisdiction, the Court must grant Defendants’ Motion and dismiss all claims.

10 **C. Leave to Amend**

11 As a general rule, leave to amend a complaint which has been dismissed should
12 be freely granted. Fed. R. Civ. P. 15(a). However, where “the pleading could not
13 possibly be cured by the allegation of other facts” consistent with the challenged
14 pleading, leave to amend may be denied. *Lopez v. Smith*, 203 F.3d 1122, 1130
15 (9th Cir. 2000) (en banc) (quoting *Doe v. United States*, 58 F.3d 494, 497 (9th Cir.
16 1995)); *Schreiber Distrib. Co. v. Serv-Well Furniture Co.*, 806 F.2d 1393, 1401
17 (9th Cir. 1986). Thus, leave to amend “is properly denied . . . if amendment would be
18 futile.” *Carrico v. City and Cnty. of San Francisco*, 656 F.3d 1002, 1008 (9th Cir.
19 2011). Based on the allegations in Plaintiffs’ Complaint and Opposition, the Court
20 finds Plaintiffs cannot demonstrate their claims arise out of or are related to
21 Defendants’ contacts in California. As the Court finds amendment would be futile,
22 leave to amend is **DENIED**.

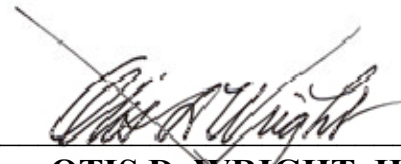
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V. CONCLUSION

For the foregoing reasons, the Court **GRANTS** Defendants' Motion under Rule 12(b)(2). (ECF No. 13.) All claims are **DISMISSED** for lack of personal jurisdiction without leave to amend.

IT IS SO ORDERED.

October 12, 2021



OTIS D. WRIGHT, II
UNITED STATES DISTRICT JUDGE