JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 26-04433-MWF(PDx) **Date: July 15, 2026**

Title: Amazing Grace Movie, LLC v. Springtime Publishing, Inc.

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

Deputy Clerk:	Court Reporter:
Rita Sanchez	Not Reported
Attorneys Present for Plaintiff:	Attorneys Present for Defendant:
None Present	None Present

Proceedings (In Chambers): ORDER GRANTING RESPONDENT SPRINGTIME PUBLISHING, INC.'S MOTION TO DISMISS PETITION FOR LACK OF PERSONAL JURISDICTION, OR, IN THE ALTERNATIVE, TO TRANSFER [16]

Before the Court is Respondent Springtime Publishing, Inc.'s Motion to Dismiss Petition for Lack of Personal Jurisdiction, or, in the Alternative, to Transfer (the "Motion"), filed on May 22, 2026. (Docket No. 16). Petitioner Amazing Grace Movie, LLC filed an Opposition on June 8, 2026. (Docket No. 19). Respondent filed a Reply on June 18, 2026. (Docket No. 23).

The Court has read and considered the papers on the Motion and held a hearing on **July 8, 2026.**

The Motion is **GRANTED** in the alternative, and the action is **TRANSFERRED.** The Court does not have specific personal jurisdiction over Respondent.

I. BACKGROUND

Petitioner initiated this action in the Los Angeles Superior Court on April 3, 2026, by filing a Petition to Compel Springtime Publishing, Inc. to Arbitration (the "Petition"). (*See* Petition (Docket No. 1-1)). Respondent then removed the action to this Court on April 27, 2026. (Notice of Removal (Docket No. 1)).

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The Petition arises out of a contract entered into by the estate of Aretha Franklin (the "Estate") and Petitioner on March 21, 2019 (the "Agreement"). (Petition at 4). The Agreement provides Petitioner with a grant of rights to use and exploit the audio and video of the recordings of a live performance. (*Id.*). The Agreement provides that in the event of a dispute between the parties, the dispute shall be submitted to arbitration. (*Id.* at 4). When a dispute did arise between Petitioner and the Estate, it was submitted to arbitration per the terms of the Agreement. (*Id.* at 5-6). The dispute concerned the refusal of the Estate to give consent to Petitioner to use the rights in the Agreement in a documentary. (*Id.* at 6).

On an emergency motion, the arbitrator ruled against the Estate and issued an interim award to Petitioner, making a preliminary finding that the Estate's refusal to grant consent was "not based on an objective commercial reason." (*Id.* at 8). Following the interim award, Petitioner consummated the offer for use of the recordings in the documentary. (*Id.* at 9). On November 25, 2025, however, the Estate informed Petitioner that Respondent Springtime "separately owns and controls the [Performing Arts] copyright interest in the arrangement of [the audio] at issue and the synchronization licensing rights thereto." (*Id.*). Respondent and the Estate then began negotiating with the third party entity (the "Licensee") that produced the documentary for payment for these rights. (*Id.*). The Estate and Respondent have threatened litigation against the Licensee unless payment is made and, in turn, the Licensee has threatened litigation against Petitioner relating to the sums paid or payable to Respondent in connection with these putative separate licenses. (*Id.* at 10).

On March 19, 2026, Petitioner filed an amended demand in the arbitration attempting to join Respondent. (*Id.*). Respondent has refused to join, giving rise to the Petition. (*Id.* at 10-11). The crux of the Petition is that Respondent is an agent of the Estate, and thus should be joined to the arbitration under the Agreement. (*Id.* at 12-18). Before reaching that merits question, however, Respondent has filed the present Motion because it claims that the Court does not have personal jurisdiction over Respondent.

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II. REQUEST FOR JUDICIAL NOTICE

Petitioner requests judicial notice of several documents:

First, in connection with the Petition, Petitioner requested judicial notice of a document filed by Respondent with the Michigan Department of Licensing and Regulatory Affairs on March 18, 2026, showing that the Estate is listed as the President, Secretary, Treasurer, and Director of the Springtime entity. (*See* Request for Judicial Notice ISO Petition ("RJN") (Docket No. 1) at Page ID #130). Because Respondent does not dispute that Respondent and the Estate share corporate management, the Court **DENIES *as moot*** the RJN.

Next, in connection with the Opposition to the Motion, Petitioner requests judicial notice of an action filed in the Central District of California and the complaint filed in that action, which lists Respondent as a plaintiff. (Supplemental Request for Judicial Notice ("Supplemental RJN") (Docket No. 20)). Respondent does not oppose the RJN, but again concedes that it is in fact a plaintiff in the specified action. (*See* Reply at 7-8). The Court thus **DENIES *as moot*** the Supplemental RJN.

III. LEGAL STANDARD

Rule 12(b)(2) governs dismissal for lack of personal jurisdiction. "In opposition to a defendant's motion to dismiss for lack of personal jurisdiction, the plaintiff bears the burden of establishing that jurisdiction is proper." *Boschetto v. Hansing*, 539 F.3d 1011, 1015 (9th Cir. 2008). The court may consider evidence presented in affidavits to assist it in its determination and may order discovery on the jurisdictional issues. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004); *see also Data Disc, Inc. v. Systems Technology Assoc., Inc.,* 557 F.2d 1280, 1285 (9th Cir. 1977). Because the motions are based on written materials rather than an evidentiary hearing, the "plaintiff need only make a prima facie showing of jurisdictional facts." *Sher v. Johnson,* 911 F.2d 1357, 1361 (9th Cir. 1990).

When considering a motion to dismiss for lack of personal jurisdiction, courts are not confined to the plaintiff's complaint; it is appropriate to consider evidence such as party declarations. *See*, *e.g.*, *Stewart v. Screen Gems-EMI Music, Inc.*, 81 F. Supp. 3d 938, 949 (N.D. Cal. 2015) ("A trial court may rule on the issue of personal jurisdiction by 'relying on affidavits and discovery materials without holding an evidentiary hearing'") (quoting *Fields v. Sedgwick Assoc. Risks, Ltd.*, 796 F.2d 299, 301 (9th Cir. 1986)). The Court "may not assume the truth of allegations in a pleading which are contradicted by affidavit, but [it] resolve[s] factual disputes in the plaintiff's favor." *Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1223 (9th Cir. 2011) (internal quotation marks and citations omitted).

IV. DISCUSSION

A. Personal Jurisdiction

"Federal courts ordinarily follow state law in determining the bounds of their jurisdiction over [non-resident defendants]." *Daimler AG v. Bauman*, 571 U.S. 117, 125 (2014). "California's long-arm statute," Cal. Code Civ. Proc. § 410.10, "allows the exercise of personal jurisdiction to the full extent permissible under the U.S. Constitution." *Id.* Because section 410.10 "is coextensive with federal due process requirements . . . the jurisdictional analyses under state law and federal due process are the same." *Martinez v. Aero Caribbean*, 764 F.3d 1062, 1066 (9th Cir. 2014) (internal quotation marks and citation omitted).

As any reader of this Order knows, there are two general varieties of personal jurisdiction: general and specific. Here, Petitioner does not contend in the Opposition that Respondent is subject to general jurisdiction in California given that Respondent is a Michigan corporation with its principal place of business in Michigan. (Motion at 10). Rather, Petitioner argues only that specific jurisdiction applies. (*See generally* Opp.).

Courts may "exercise specific jurisdiction over a non-resident defendant only when three requirements are satisfied: (1) the defendant either purposefully directs its activities or purposefully avails itself of the benefits afforded by the forum's laws; (2) the claim arises out of or relates to the defendant's forum-related activities; and (3) the exercise of personal jurisdiction comports with fair play and substantial justice, i.e., it is reasonable." *Williams v. Yamaha Motor Co. Ltd.*, 851 F.3d 1015, 1023 (9th Cir. 2017) (internal quotation marks and citation omitted).

"The plaintiff bears the burden of satisfying the first two prongs of the test." *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004). "If the plaintiff succeeds in satisfying both of the first two prongs, the burden then shifts to the defendant to 'present a compelling case' that the exercise of jurisdiction would not be reasonable." *Id.* (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476–78 (1985)).

Here, Petitioner has failed to make a prima facie case under the purposeful availment prong, and thus there is no specific jurisdiction over Respondent.

1. Purposeful Availment

The crux of Petitioner's arguments on the first prong is that Respondent is subject to the Agreement and has asserted rights under the Agreement, and thus has availed itself of the protection of California law. (*See* Opp. at 12-18). It is not disputed that the Agreement contains a choice-of-law provision that California substantive and procedural law should apply, but it is heavily disputed whether Respondent is bound by the Agreement as a putative "agent" of the signatory to the Agreement, the Estate.

Indeed, Petitioner focuses the Opposition on the argument that Respondent is subject to the Agreement as a non-signatory. Yet, Petitioner ignores the analytical step necessary to reach a finding of purposeful availment ***even if*** the Court were to agree that Respondent is a party to the Agreement: whether there are sufficient minimum contacts, beyond being a party to a contract with a California corporation, that establish purposeful availment of the benefits of California law. Petitioner itself attempts to analogize to *Burger King Corp. v. Rudzewicz,* 471 U.S. 462, 478, 482 (1985), where the Supreme Court clearly announced both that (1) contracts with an out-of-state party alone cannot automatically establish sufficient minimum contacts in the other party's home forum, and (2) that a choice-of-law provision contained in a contract "standing alone would be insufficient to confer jurisdiction." Accordingly, even if the Court were to resolve the dispute in Petitioner's favor that Respondent is bound to the Agreement, such a finding would not be dispositive under Petitioner's own cited case. Petitioner would still need to demonstrate more to establish jurisdiction under the minimum contacts test.

But Petitioner has alleged very limited additional contacts between Respondent and California beyond the existence of the Agreement — indeed, Petitioner has alleged just one additional contact with the forum in that Respondent is a plaintiff in an unrelated intellectual property rights action in this District. (Opp. at 14). But Petitioner cites to no case law that supports such a fact as being sufficient to confer jurisdiction over Respondent in this separate action, and case law indicates that acting as a plaintiff in one action does not automatically confer jurisdiction as a defendant in other actions. *See Redondo Mgmt, LLC v. Bradley Arant Boult Cummings LLP,* CV 24-06104-TLT, 2025 WL 826184, at *6 (N.D. Cal. Feb. 13, 2025) (rejecting argument that filing motion in unrelated case in same forum subjects the defendant to that forum's jurisdiction in a separate case, citing *Core-Vent Corp. v. Nobel Indus. AB,* 11 F.3d 1482, 1490 (9th Cir. 1993)).

All told, even if the Court were to resolve the question of whether Respondent is bound to the Agreement in Petitioner's favor, Petitioner has merely alleged the existence of a contract with a California party, with a California choice of law provision, and one unrelated action in this District to establish purposeful availment. Such a showing is a far cry from the one the Supreme Court found sufficient in *Burger King*, which was based on the contract "combined with the 20-year interdependent relationship" between the parties. 471 U.S. at 482. Nor has Petitioner presented the Court with any other case law where a similar set of contacts was found sufficient to confer specific personal jurisdiction.

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At the hearing, Petitioner reiterated its arguments about the putative force of the contract between Petitioner and the Estate, stating at one point that the contract provides both for California choice of law but also for jurisdiction in the California courts. This representation, however, is still not borne out by the Agreement. Petitioner merely repeated that there is a choice of law provision in the Agreement that provides for California substantive and procedural law. Petitioner puts particular emphasis on the inclusion of the language that the agreement was entered into in California and the inclusion of procedural choice of law, arguing that there are different degrees of choice of law provisions and that the language in this provision should suffice to confer jurisdiction. But the fact remains that in neither the briefing nor at the hearing did Petitioner cite to any case law supporting the notion that choosing to be governed by California's procedural rules, or signing a contract in California, equates to consent to California jurisdiction. Without case law supporting that distinction, the Court sees no such consent to jurisdiction inherent in the Agreement, and thus no reason to depart from the minimum contacts analysis above.

Finally, the Court notes that Petitioner briefly invokes California Code of Civil Procedure section 1293 in the Opposition, and indeed repeated arguments at the hearing based on this provision. (*See* Opp. at 11). But both in the Opposition and at the hearing, Petitioner's counsel repeats only part of the relevant portion of the statute. At the hearing, Petitioner's counsel stated that the statute provides for consent to jurisdiction in California courts where an agreement is made in California "providing for arbitration." (*See also* Opp. at 11). That is not the full text of the statute. The statute actually provides that parties consent to jurisdiction in California courts where they "mak[e] an agreement in this State ***providing for arbitration to be had within this State***… ." Cal. Code Civ. Proc. § 1293 (emphasis added).

Of course, no party disputes that the Agreement provides for arbitration to be conducted in Michigan, not California. Perhaps because of this fact, Petitioner does not make this statute the centerpiece of its Opposition but only discusses the provision in analyzing the third prong of the personal jurisdiction test for reasonableness. (*See id.* at 23). In addressing California's interest in enforcing the Agreement, Petitioner seems to argue that because certain proceedings took place remotely with the arbitrator located in California, the statute should operate to confer consent to jurisdiction here, in contravention of the statute's express terms. (*Id.*). But Petitioner has again provided no authorities in support of this argument, and it is clearly not supported by the statutory language requiring that the agreement "provid[e] for arbitration" in California.

The Court is cognizant that the personal jurisdiction analysis is not a rigid, mechanical formula. *See Burger King,* 471 U.S. at 478-79. Following *Burger King,* the Ninth Circuit has "emphasized that courts must evaluate the parties' entire course of dealing, not solely the particular contract or tortious conduct giving rise to the claim." *See Global Commodities Trading Group, Inc. v. Beneficio de Arroz Choloma, S.A.,* 972 F.3d 1101, 1107-08 (9th Cir. 2020). But even zooming out from the points raised in the briefing on the Motion, while Petitioner points to conduct by Respondent that suggests an intention to do business with Petitioner in this instance, the Ninth Circuit has explained that the standard is whether the nonresident party has "reach[ed] out beyond" their home state "to 'create continuing relationships and obligations with citizens of [California].'" *Id.* (quoting *Burger King,* 471 U.S. at 473). Remarking on *Burger King*, the Ninth Circuit noted that personal jurisdiction there was not premised on "an isolated or fleeting business contact[,]" but rather "continuing and wide-ranging contacts with Burger King in Florida." *Id.* (quoting *Burger King,* 471 U.S. at 480). Petitioner has presented no similar record of such a "lengthy and ongoing course of dealing" as was present in *Burger King* or in *Global Commodities*, and thus has failed to make a prima facie showing of purposeful availment. *See Global Commodities,* 972 F.3d at 1108.

2. Alter Ego Theory

Petitioner next argues that the alter ego theory should apply to find minimum contacts between Respondent and California. (Opp. at 26-27). This argument also fails.

Under the alter ego theory, a court may impute the contacts of one corporate entity onto another entity or an individual who owns the entity. *See Ranza v. Nike, Inc.*, 793 F.3d 1059, 1073 (9th Cir. 2015). To establish alter ego jurisdiction, "a plaintiff must make out a prima facie case (1) that there is such unity of interest and ownership that the separate personalities of the two entities no longer exist and (2) that failure to disregard their separate identities would result in fraud or injustice." *Id*. "Conclusory allegations of alter ego status are insufficient" to establish alter ego jurisdiction. *Walsh v. Kindred Healthcare*, 798 F. Supp. 2d 1073, 1082 (N.D. Cal. 2011); *see also Yagman v. Kelly*, CV 17-6022-MWF (PJWx), 2018 WL 2138461, at *7 (C.D. Cal. Mar. 20, 2018).

Petitioner concedes that "common ownership, overlapping officers, and shared management alone ordinarily do not justify disregarding corporate separateness." (Opp. at 26). The crux of Petitioner's argument is rather that based on the conduct of the Estate and Respondent in the days following the Arbitrator's interim award, there is a strong suggestion of "coordinated actions" between the two entities. (*See id.*). But the "unity of interest and ownership" element of the alter ego test requires more than heavy involvement from one entity as to another, especially when those entities maintain corporate formalities. *See Ranza,* 793 F.3d at 1073-74. In *Ranza,* the Ninth Circuit held that even evidence of a very high level of involvement in another entity's activities — including "involvement in … acquisitions," "formulation of general business policies and strategies[,]" "provision of loans[,]" and "maintenance of overlapping" management — is insufficient where each entity maintains "corporate formalities, such as adequate capitalization … and the proper documentation of transactions between the entities." *Id.*

Beyond Petitioner's assertion of shared management and the putative involvement of the Estate in Respondent's decision to demand a separate licensing contract with the Licensee, Petitioner has cited to no evidence that the entities have failed to observe corporate formalities. (*See* Opp. at 26-27). And Respondent, for its part, has submitted declarations that affirmatively assert that Respondent does observe corporate formalities, including keeping separate books and records from the Estate, maintaining separate bank accounts, and adequate capitalization. (Motion at 19-20; Declaration of Andrew W. Mayoras ISO Motion to Dismiss ("Mayoras Decl.") (Docket No. 16-1) ¶¶ 17, 18). Petitioner does not refute any of these assertions in the Opposition. (*See* Opp. at 26-27).

The Court also notes that nowhere in the Opposition does Petitioner seem to argue that the Court would have personal jurisdiction over the Estate. At the hearing, Petitioner's counsel stated that he did not believe there was any dispute that there would be jurisdiction in California courts over the Estate, yet counsel only repeated the same arguments about the Agreement providing for California jurisdiction — arguments that are rejected above, absent a showing of additional contacts beyond the Agreement. For its part, Respondent has stated that it takes no position on whether there is personal jurisdiction over the Estate, given that the Estate is not a party to the Petition. (Motion at 18, n.4). Of course, for that reason, the Court makes no ruling on the jurisdiction of California courts over the Estate. The Court again only makes this point to underscore that even if the Estate's contacts could be imputed to Respondent under the alter ego theory, it is unclear whether it would be a foregone conclusion that the Court has personal jurisdiction, as Petitioner seems to assume. That lack of clarity remains following the hearing.

In sum, Petitioner has not established that Respondent has sufficient minimum contacts with California to constitute purposeful availment, nor that the Estate's contacts should be imputed to Respondent under an alter ego theory. "If any of the three requirements [of the personal jurisdiction test] is not satisfied, jurisdiction in the forum would deprive the defendant of due process of law." *See Pebble Beach Co. v. Caddy,* 453 F.3d 1151, 1155 (9th Cir. 2006) (quoting *Omeluk v. Langsten Slip & Batbyggeri A/S,* 52 F.3d 267, 270 (9th Cir. 1995)). The Court therefore need not address the remaining two factors of the personal jurisdiction test. The Motion is **GRANTED** because Petitioner has not carried its burden to demonstrate personal jurisdiction.

B. Equitable Estoppel

Seemingly separate from the personal jurisdiction test, Petitioner argues that Respondent should be equitably estopped "from avoiding arbitration." (Opp. at 28). According to Petitioner's own telling, equitable estoppel is a California doctrine that "prevents a party from embracing a contractual relationship when advantageous while simultaneously avoiding the obligations arising from that same relationship." (*Id.*). But Petitioner does not argue, nor does the case it cites represent, the notion that the equitable estoppel doctrine can confer personal jurisdiction notwithstanding failing the constitutional test. (*Id.* (citing *Arthur Anderson LLP v. Carlisle,* 556 U.S. 624, 631 (2009) (addressing appellate court jurisdiction over denials of a stay under the FAA, 9 U.S.C. § 3)). Accordingly, this argument is rejected.

C. Jurisdictional Discovery

Finally, Petitioner argues that if the Court grants the Motion based on personal jurisdiction, the Court should also grant leave to conduct jurisdictional discovery. (Opp. at 28-29). But Petitioner only argues in a conclusory fashion that "discovery is likely to reveal additional evidence concerning the Estate's authority over [Respondent], and [Respondent's] contacts with California." (*Id.*). As Respondent asserts, it is proper to deny a request for jurisdictional discovery when it is "based on little more than a hunch that it might yield jurisdictionally relevant facts." (Reply at 13); *Boschetto v. Hansing,* 539 F.3d 1011, 1020 (9th Cir. 2008).

At the hearing, Petitioner renewed its request for jurisdictional discovery, promising that any requests would be narrowly tailored. But Petitioner still did not identify any discovery that it would seek with any more specificity than what was stated in the Opposition. Without more, the Court cannot authorize a fishing expedition that shows no promise of yielding material facts. The request for discovery is thus **DENIED**.

D. Transfer to the Eastern District of Michigan

Respondent argues that if the Court is not inclined to dismiss the action, then the action may be transferred to the Eastern District of Michigan. (Motion at 12-13). Petitioner does not respond to this argument. (*See generally* Opp.).

If a court finds lack of jurisdiction in a civil action, "the court shall, if it is in the interest of justice, transfer such action" to any other court in which the action "could have been brought at the time it was filed." 28 U.S.C. § 1631. Respondent itself argues that the Petition could have been brought in the Eastern District of Michigan, both because there is personal jurisdiction over Respondent there and because venue would be proper there. (*See* Motion at 25).

While there has historically been a split among certain circuits about whether a district court has the power to transfer a case under 28 U.S.C. § 1631 when it lacks personal jurisdiction over the case, "[i]n recent years, majority opinion has swung to the conclusion that [] § 1631 applies to allow transfer to cure lack of subject matter jurisdiction, personal jurisdiction, or both." 15 Wright & Miller's Federal Practice and Procedure § 3842 (4th ed. 2026). And while the Ninth Circuit does not appear to have published a decision on this question, in one case a panel of the court ordered on remand that a district court transfer a case to an appropriate jurisdiction pursuant to § 1631 after affirming that the district court did not have personal jurisdiction over the action. *Tackett v. Montana Dept. of Public Health and Human Servs.,* No. 22-35326, 2024 WL 2826223 (9th Cir. June 4, 2024).

Therefore, because the transfer is in the interest of justice and Petitioner did not oppose the transfer in the Motion or at the hearing, the Court will order the transfer. *See Miller v. Hambrick,* 905 F.2d 259, 262 (9th Cir. 1990) (transfer "normally" in the interest of justice because dismissal is "time-consuming and justice-defeating"); *cf. id.* (holding that "failure to exercise discretion constitutes an abuse of discretion" in the context of a district court's failure to determine whether transfer was appropriate under § 1631).

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V. CONCLUSION

The Motion is **GRANTED** for lack of personal jurisdiction. The Clerk shall transfer this action to the United States District Court for the Eastern District of Michigan.

To avoid any doubt, the Court states that it makes no ruling on the parties' concurrently filed briefing on the Petition given the Court's conclusion as to personal jurisdiction.

IT IS SO ORDERED.