

1 SUPERIOR COURT
2 COUNTY OF SAN BERNARDINO
247 West Third Street, Department S23
San Bernardino, California 92415

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 30 2022

BY: Monica Real
Monica Real, Deputy

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN BERNARDINO**

9 BENJAMIN SERYANI, et al.,

10 Plaintiff,

11 vs.

12 THE HOLY SEE, A/K/A VATICAN CITY
13 STATE, et al.,

14 Defendants,

Case No.: CIVDS1925212

RULING ON MOTION TO QUASH
SERVICE OF SUMMONS OR IN THE
ALTERNATIVE, TO STAY OR DISMISS
THE ACTION

15 This matter came before the Court for a hearing on Defendant's motion Quash service of
16 summons. The Court has reviewed and considered the briefs of the parties, as well as the arguments
17 of counsel and issues its ruling as follows:

18 **CASE BACKGROUND**

19 Plaintiffs Benjamin Seryani and his company, Synergy Select One, LLC filed the present
20 fraud action against fifteen defendants on August 23, 2019, alleging nine causes of action for: (1)
21 Fraud, (2) – (5) Breach of Contract, (6) Conversion, (7) Unjust Enrichment / Quantum Meruit, (8)
22 Money Had and Received, and (9) Open Book Account. The original 15 named defendants are as
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1 follows:

- 2 1. The Holy See a/k/a Vatican City State (HS/VCS) a/k/a Vatican Nation
- 3 2. American University of Madaba, Inc.
- 4 3. American University of Madaba Company
- 5 4. American University of Madaba [Campus, Board of Trustees]
- 6 5. Latin Patriarchate of Jerusalem
- 7 6. Latin Patriarchal Vicariate Ecclesiastical Court
- 8 7. Vatican Foundation St. John the Baptist
- 9 8. Mukawer Castle for Education Company
- 10 9. Honorable Judge Fr. Dr. Majdi Siryani
- 11 10. His Beatitude Fouad [Al-Twal] Twal
- 12 11. His Excellency Archbishop Pierbattista Pizzaballa
- 13 12. His Excellency Archbishop Bishara Maroun Lahham
- 14 13. His Excellency Archbishop William Shomali
- 15 14. His Excellency Archbishop Antonio Franco
- 16 15. Cardinal Secretary of State His Eminence Pietro Parolin

17 On November 8, 2019, Seryani and Synergy (collectively, "Plaintiffs") filed an Amendment
18 to Complaint naming The Archdiocese of San Bernardino as DOE 1, and another Amendment to
19 Complaint naming The Roman Catholic Archbishop of Los Angeles as DOE 2.¹

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23 **Complaint Allegations**

24 The Complaint alleges that certain Defendants approached Plaintiff Seryani to discuss an
25 opportunity for him to serve as the manager of a hotel complex being planned for construction in
26 Jordan under the auspices of, or funding from, the Vatican.

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¹ Several defendants were misnamed originally causing multiple corrections to be filed with the Court.

1 Seryani is a Jordanian national who became a U.S. citizen, and he had a successful career in
2 hotel management. (Complaint, ¶¶ 29, 30.) Shortly thereafter, the plan of the hotel complex was
3 tabled. Some of the Defendants then induced Seryani to suspend his career in hotel management in
4 the United States in order to assume the responsibility of promoting, developing, and constructing an
5 international university in Jordan that would promote educational and religious interests for the
6 Catholic Church in the Middle East. Seryani was assured the project would be fully funded, and he
7 would have full control over the application of resources. As a result, Seryani formed a new
8 corporation, Defendant Synergy, and registered it to do business in California. (Complaint, ¶¶ 31-
9 34.)
10

11 Plaintiffs allege the reality of the financial straits of the university project was concealed
12 from them until after Seryani assumed his position as administrator and invested considerable
13 personal funds to support the financially-strapped organization. As the university's financial outlook
14 worsened, Seryani informed Defendant His Beatitude Fouad Al-Twal that \$7 million was needed to
15 complete the repairs and start the second phase of construction. Plaintiffs were repeatedly assured
16 the financial situation would be resolved and all debts would be paid, and Al-Twal stated that more
17 than \$20 million would soon come from the Vatican. (Complaint, ¶ 36.)
18

19 Approximately two years later, Seryani allegedly discovered the true purpose of the
20 university – oil companies operating in the United States are allowed to make charitable donations of
21 up to 5% of their net proceeds to educational institutions that are incorporated in the United States
22 and have IRS 501(c)(3) exemption status. Plaintiffs allege the university was organized as a New
23 Hampshire corporation, accredited with two higher education commissions, and qualified for
24 501(c)(3) status. Plaintiffs allege Defendants believed Seryani would participate in and facilitate this
25 money laundering scheme as a means to provide funding to the university and pay its debts to
26 Plaintiffs. Defendants had allegedly instructed Seryani to negotiate a deal that would authorize and
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1 request payment of \$150 million to the university for the necessary repairs and construction. This
2 payment would be reflected as a charitable donation from an international oil company operating in
3 the United States, thus gaining it a substantial amount of good will with the Vatican. The funds were
4 to be funneled through JPMorgan Chase Bank in New York into the university's accounts.

5 (Complaint, ¶¶ 37-41.)

6 Plaintiffs allege that when they refused to cooperate with the money laundering scheme, their
7 long-term contracts were suspended and their property in Jordan was confiscated. As a result,
8 Seryani was forced to leave Jordan and return to California under threat of arrest if he ever returned
9 to Jordan. (Complaint, ¶ 44.)

11 Plaintiffs' [original] jurisdictional allegation was that defendants engaged in an "illegal
12 money laundering scheme of international proportions that is based in California using the financial
13 and managerial assistance of a California resident, and fraudulently inducing [Seryani], a resident of
14 California, to further their purposes of exploiting their charitable deduction status of the Roman
15 Catholic Church and the Defendant, entities under IRS 501(c)(3), together with the Sovereign
16 immunity that prevents the tracing of international wire transactions." (Complaint, ¶ 24.) The
17 complaint also alleges minimal contacts as (1) most of the defendants exist under the umbrella of the
18 Roman Catholic Church which has substantial business activities and assets within the State of
19 California (Complaint, ¶25); and defendant American University of Madaba is a California resident.
20 (Complaint, ¶27.)

22
23 **Plaintiff Synergy Select One L.L.C.**

24 Plaintiff Synergy Select One LLC, a foreign LLC, is not a viable Plaintiff. Its status was
25 terminated on December 17, 2014 when Seryani filed a Certificate of Cancellation (LLC-4/7). (RJN,
26 filed 10/18/19, Exh. 9.) (See, Corp. Code, § 17708.06.) Once it canceled its registration to transact
27 intrastate business in California (*ibid.*) it lost its ability to maintain an action or proceeding in this
28

1 state. (Corp. Code, § 17708.07, subd. (a).)

2 Plaintiff Synergy is dismissed.

3 **Statement of the Law – Motion to Quash Service**

4 Code of Civil Procedure section 418.10, subdivision (a)(1) provides that a defendant on or
5 before the last day to plead, or any further time that the court for good cause allows, may bring a
6 motion to quash service of summons because the court lacks jurisdiction. California courts may
7 exercise personal jurisdiction over an out-of-state defendant in the following four situations:
8

9 (1) The defendant is domiciled in California when the lawsuit was commenced;

10 (2) The defendant was personally served with process while he was physically present in
11 California;

12 (3) The defendant consents to jurisdiction; or

13 (4) The defendant has sufficient minimum contacts with California.

14 (*Muckle v. Superior Court (Burgess-Muckle)* (2002) 102 Cal.App.4th 218, 226; *In re*
15 *Marriage of Fitzgerald & King* (1995) 39 Cal.App.4th 1419, 1425-26.)
16

17 California can exercise personal jurisdiction of an out-of-state defendant as long as the
18 defendant has “minimum contact” with the forum state and such “does not offend traditional notions
19 of fair play and substantial justice.” (*International Shoe Co. v. Washington* (1945) 326 U.S. 310,
20 316.) Furthermore, jurisdiction can only be exercised as long as such is consistent with the state and
21 federal Constitutions. (Code Civ. Proc., §410.10.)
22

23 California recognizes two types of jurisdiction – general and specific (limited). (*Integral*
24 *Development Corp. v. Helmut Weissenbach* (2002) 99 Cal.App.4th 576, 583 [“*Integral*”].)
25

26 **General Jurisdiction**

27 General jurisdiction is established by the defendant's substantial, continuous, and systematic
28 contacts and activities within the forum state; specific jurisdiction is based upon the particular acts of

1 the defendant, which directly give rise to the cause of action. (*In re Automobile Antitrust Cases I and*
2 *II* (2005) 135 Cal.App.4th 100, 108-09 [*“Automobile Antitrust Cases”*] (bold added); *Integral, supra,*
3 99 Cal.App.4th at pp. 583-84.) In such a case a defendant's contacts "take the place of physical
4 presence in the forum as a basis for jurisdiction." (*Vons Companies, Inc. v. Seabest Foods, Inc.*
5 (1996) 14 Cal.4th 434, 446.)

6 **Specific Jurisdiction**

7
8 If a nonresident defendant's activities in the state are not sufficient to allow the forum state to
9 exercise general jurisdiction for all purposes, the state may nonetheless exercise specific jurisdiction
10 "if the defendant has purposefully availed himself or herself of forum benefits (*Burger King Corp. v.*
11 *Rudzewicz* (1985) 471 U.S. 462, 472-473, [85 L.Ed. 2d 528, 105 S.Ct. 2174] [bold added]) and the
12 'controversy is related to or "arises out of" a defendant's contacts with the forum.' (*Helicopteros*
13 *Nacionales De Columbia v. Hall* (1984) 466 U.S. 408, 414)." (*Vons Companies, Inc. v. Seabest*
14 *Foods, Inc., supra,* 14 Cal.4th at p. 446.) Once a court decides that a defendant has purposefully
15 established contacts with the forum state and that plaintiff's cause of action arose out of those forum-
16 related contacts, the final step in the analysis involves balancing the convenience of the parties and
17 the interests of the state in order to determine whether the exercise of personal jurisdiction is fair and
18 reasonable under all of the circumstances. (*Burger King Corp. v. Rudzewicz, supra,* 471 U.S. at pp.
19 477-478; *Vons Companies, Inc. v. Seabest Foods, Inc., supra,* 14 Cal.4th at pp. 447-448.)

21 **Initial Burden on Plaintiff**

22
23 Even though a motion to quash service of summons is a defendant's motion, the initial burden
24 of proof is on the plaintiff to show the minimum contacts justifying the imposition of personal
25 jurisdiction. (*Vons Companies, Inc. v. Seabest Foods, Inc., supra,* 14 Cal.4th at pp. 447-448;
26 *Automobile Antitrust Cases, supra,* 135 Cal.App.4th at p. 110.) The necessary facts are by affidavits
27 and other authenticated documents. (*Ibid.* [Emphasis added].) Once Plaintiff has met his burden of
28

1 showing minimum contact, then the burden shifts to the defendant to demonstrate that the exercise of
2 jurisdiction would be unreasonable. (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th
3 434, 449; *Automobile Antitrust Cases, supra*, 135 Cal.App.4th at p. 111.)

4 **Filings, Arguments and Evidence from the Parties**

5 On October 18, 2019, Defendant His Excellency Archbishop Peirbattista Pizzaballa
6 (“Pizzaballa”) filed a Motion to Quash, or in the alternative, to Stay or Dismiss the action, based on
7 lack of jurisdiction. In the motion, Pizzaballa argued (1) the court lacked personal jurisdiction over
8 defendants; (2) California is an inconvenient forum; and (3) there is another lawsuit pending [in
9 Jordan].
10

11 Pizzaballa argued the Management Agreement (between Synergy and American University
12 of Madaba entities (three), collectively “AUM” provided that Synergy would provide management
13 and support services to AUM, in Jordan. (Complaint, Exh. 1.) The only contact with California is
14 through Synergy, which had been existing under the laws of Indiana with its head office in Perris,
15 California. (*Ibid.*) The language of the contract states that it was executed at the American
16 University of Madaba. (*Ibid.*)
17

18 The Commercial Lease Agreement was to be performed in Jordan. Further, the contract
19 states Jordanian law is to govern the contract. (Complaint, Exh. 2.) Finally, judicial notice was
20 requested, and is appropriate, as to the Court Judgment issued October 18, 2016 from Jordan’s
21 Ministry of Justice stating that Seryani forged Twal’s signature on the document through using a
22 scanner. Seryani was convicted in absentia. (RJN, filed 10/18/19, Exh. 5.) The forgery would
23 render the contract unenforceable as a matter of law, and was not a basis for jurisdiction.
24

25 Further, the Agreement for providing Transportation Service in Jordan calls for resolution
26 pursuant to Jordanian Arbitration Law. (Complaint, Exh. 3.) Seryani invoked the arbitration
27 provision which was currently pending in Jordan. (RJN, filed 10/18/19, Exh. 6.)
28

1 Finally, Seryani declared in the New Hampshire case that he “was a resident of the kingdom
2 of Jordan during the time September 1st, 2012 through the 18th, of November 2015 ...” thus showing
3 that Plaintiff Seryani was a resident of Jordan for the duration of the contracts in dispute in this
4 litigation. The declaration was sworn to in California. (RJN filed 10/18/19, Exh. 4.)

5 Plaintiff provided a 20-page Opposition to the Motion to Quash with an additional 196 pages
6 of exhibits and a 21-page Declaration of Plaintiff Seryani which provides a lengthy discussion of the
7 facts of the case with only occasional references to Exhibits in the 116 paragraphs. Unfortunately,
8 the declaration is neither concise nor focused on the issues at hand, specifically personal jurisdiction
9 of the defendants. Of note, however, is that the declaration acknowledged that moving defendants
10 failed to provide a declaration to disaffirm any California connections.
11

12 As the burden is on the Plaintiff to prove jurisdiction, the court continued the hearings to
13 allow the parties to conduct jurisdiction discovery, and the case otherwise stayed.
14

15 Additionally, it should be noted that while the discovery (and related motions) ensued, the
16 court ruled on a Motion to Set Aside Defaults for Specially Appearing Defendants American
17 University of Madaba Company entities (3 total); Latin Patriarchal entities (2 total); Mukawer Castle
18 for Education Company; His Beatitude Fouad Twal [erroneously sued as ... Al-Twal] and His
19 Excellency Archbishop William Shomali. These defendants filed a joint Joinder in the Motion to
20 Quash on July 14, 2020.
21

22 The Roman Catholic Bishop of San Bernardino and the Roman Catholic Archbishop of Los
23 Angeles filed joinders in Pizzaballa’s Motion to Quash Service, or in the Alternative, to Stay or
24 Dismiss the Action. Obviously, both defendants were subject to this court’s jurisdiction and instead
25 argued inconvenient venue, or lack of merit in the claims against them. Plaintiff opposed these
26 March 3, 2020 joinders.
27

28 On March 3, 2020, Defendants filed Supplemental Declarations of:

1 His Excellency Archbishop Pierbattista Pizzaballa;
His Beatitude Fouad Twal;
2 His Excellency Archbishop William Shomali;
3 Imad Deir;
4 Nabil Ayoub; and
Fr Dr Jihad Shweihat

5 The declarations were duplicates of those already filed for a Motion to Vacate Defaults filed
6 by several defendants. They establish the non-residency of Defendants Pizzaballa, LPJ, Mukawer
7 Castle for Education Company, American University of Madaba ("AUM") and American University
8 of Madaba, Inc. ("AUMI"), and Latin Patriarchal Vicariate Ecclesiastical Court ("LPV") and lack of
9 California contacts. This addressed the deficiency originally noted by Plaintiff, i.e., that Pizzaballa
10 had failed to affirmatively negate California residency/contacts.

11 On March 6, 2020, Plaintiff filed multiple declarations in support of the Opposition to the
12 Motion to Quash, including the Declaration of Hon. Judge Fr. Dr. Majdi Siryani, former CEO of
13 AUM and an employee of LPJ, serving as a Treasurer. Like Seryani, Dr. Siryani provided an eight-
14 page history of the case, referencing the same three contracts and discussing the services provided by
15 Plaintiffs to AUM. The declaration covers decades.

17 Additionally, Plaintiff provided declarations from Tirzo Valerio Tec, a California resident
18 who helped Seryani with the AUM project and George Hazboun, a Jordanian lawyer who served as
19 President of AUM from November 12, 2011 to November 11, 2015, and like Dr. Siryani, was very
20 familiar with the project in Jordan. Finally, Plaintiff submitted a declaration from Terry Riddle,
21 President and CEO of Hunter Hospitality Consulting, a hotel management and development
22 company. Mr. Riddle testified to an early 2012 "fundraising visit" by Twal, and provided extensive
23 testimony regarding his involvement as a consultant and how the AUM contracts were fulfilled by
24 Seryani.
25

26 On March 9, 2020, Seryani provided a supplemental eight-page declaration with additional,
27 unidentified exhibits attached. He also provided declarations from local Californian-resident Arab-
28

1 American Catholics Faten Massarweh and Sana Ghattas who attended a fund-raising event help by
2 Twal at St. Joseph Catholic Church in Pomona on September 11, 2011 and spoke generally of their
3 church's support for AUM and that the priests serving their community were from the LPJ. Finally,
4 Seryani provided a declaration from the Hor. Judge Fr. Emil Salayta, who accompanied Twal during
5 two pastoral visits to the United States seeking support for AUM. Judge Salayta's declaration goes
6 back and forth between the 1990s and this century which is confusing, however, he declares he
7 oversaw the dispute between Seryani and AUM/LPJ (reviewing the file) beginning in May 2015,
8 ultimately finding in Seryani's favor on December 20, 2015, after issuing an official email on
9 September 7, 2015, also in Seryani's favor (albeit noting that Seryani was not cooperating
10 completely).
11

12 On March 11, 2020, Defendants filed additional supplemental declarations of Yasar Qasrawi,
13 financial director of AUM and Nasser Oweis, director of maintenance and engineering for AUM,
14 both of whom testify (in relevant part)
15 all work on the AUM project, and the contracts, occurred in Jordan, that AUM never received
16 container shipments of furniture or equipment from California, and that AUM does not conduct
17 business in California, nor has any assets there.
18

19 Seryani filed a responsive declaration on March 13, 2020, disputing the earlier declarations
20 provided by the Defendants. The majority of the disputes center upon the merits of the case rather
21 than jurisdictional issues. Seryani accuses defendants of covering up the files showing California
22 activities by Seryani and Synergy. Extensive exhibits are attached, with only minimal reference in
23 the declaration. (It should be noted this information was filed only three days before the then-
24 scheduled hearing.)
25

26 On July 14, 2020, following setting aside defaults, eight additional Defendants (from Rome
27 and Jordan) filed a joinder in the Motion to Quash, or to Dismiss Action, claiming lack of personal
28

1 jurisdiction and inconvenient forum. The Defendants were the three AUM entities, LPJ, Latin
2 Patriarchal Vicariate Ecclesiastical Court, Mukawer Castle for Education, Twal and Archbishop
3 Shomali. No evidence was provided with the joinder, but many of the Defendants had already
4 provided declarations in support of Pizzaballa's Motion to Quash.

5 Additional briefing, declarations and exhibits were filed by the parties pertaining to the
6 jurisdiction issue. On September 9, 2021, Specially Appearing Defendant Archbishop Pizzaballa
7 filed a Supplemental Opening Brief in Support of his Motion to Quash. On December 2, 2021, the
8 Specially Appearing Defendant Roman Catholic Archbishop of Los Angeles (LA Archbishop) filed a
9 Reply in support of its Joinder and a Supplemental Joinder in the Motion to Quash. There was also a
10 Supplemental Reply filed by Pizzaballa, Supporting Declaration from Defendant Fouad Twal and
11 attorney David P. Colella and a Declaration from Jordanian attorney Dia Eddin Zaiter.
12

13 For over a year the focus of Plaintiff, and counsel, Mr. Spitz, was a plethora of discovery
14 motions. By all accounts, extensive discovery was provided.
15

16 Following this extensive discovery, Pizzaballa filed an Amended Opening Brief (e.g.,
17 supplemental motion to quash) ["Brief"] on September 9, 2021 along with twelve declarations, with
18 exhibits (a total of 219 pages).

19 Plaintiff filed an Opposition on November 24, 2021, with an erratum filed on November 30,
20 2021.

21 On December 2, 2021, "Specially appearing" Defendant The Roman Catholic Archbishop of
22 Los Angeles, filed a Reply in support of its Joinder to the Motion to Quash service of summons, or in
23 the alternative to dismiss. However, as a California entity, the Defendant is subject to this court's
24 personal jurisdiction. Its challenges to the case are based on forum non conveniens, venue and a lack
25 of a viable claim against it.
26

27 Also on December 2, 2021, Specially Appearing defendants filed a Supplemental Reply Brief
28

1 to the [Supplemental] Opposition to their Motion to Quash, etc. Defense counsel David P. Colella
2 and Defendant Fouad Twal also filed additional declarations in support of the Reply to Plaintiff's
3 Opposition to the Motion to Quash Service, to Stay or Dismiss the Action. Mr. Colella addressed
4 some of the "numerous misrepresentations that are unequivocally refuted by admissible evidence"
5 including:

6 (1) The Los Angeles based Western Lieutenancy is NOT "one in the same" as the Grand
7 Magisterium ("GM"), based in Rome, and thus the GM's provision of funds to LPJ is also separate;

8 (2) LPJ does not solicit funds or fundraise with the Western Lieutenancy or Queen of Peace
9 Foundation – the general claims to the contrary were directly contradicted by unequivocal testimony
10 from officers of the organizations. Further, Twal testified in deposition (and stated in his declaration)
11 that his visits to the United States were "pastoral" in nature and never to ask for funding or money;

12 (3) Twal declarations from local Californian-resident Arab-American Catholics Faten
13 Massarweh and Sana Ghattas (who attended a fund-raising event held by Twal at St. Joseph Catholic
14 Church in Pomona on September 11, 2011) spoke of their church's support for AUM and that the
15 priests serving their community were from the LPJ. Finally, Twal provided a declaration from the
16 Hor. Judge Fr. Emil Salayta, who accompanied Twal during two pastoral visits to the United States
17 seeking support for AUM;

18 (4) The LPJ does not maintain any parishes in California – Defendants LPJ, and the Los
19 Angeles Archbishop and San Bernardino Bishop all refute Plaintiff's [unsupported] claim that the
20 LPJ maintains parishes within those dioses, which cover San Bernardino, Riverside, Los Angeles,
21 Santa Barbara and Ventura counties;

22 (5) Plaintiffs' activities in California were with third parties and irrelevant to jurisdiction; and

23 (6) Seryani was a resident citizen of Jordan during the operative period and used a Jordanian
24 entity to perform services, Altawoneih, as required by Jordanian law.
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1 This court has been provided with two copies of Court Judgments from the Jordanian
2 Ministry of Justice. The first is dated October 18, 2016, with a finding that Seryani committed fraud
3 in the creation of the Commercial Lease Agreement – Food and Beverage Outlets at AUM
4 Location/Madaba. The second is dated September 29, 2021, which ordered Seryani and Altawoneih
5 Lil Khadamat Alogestieh in Jordon (Cooperative for Logistic Services) to cease and desist from
6 interfering in the property of LPJ that they occupied illegally, and to pay LPJ remuneration and
7 attorney fees. These were provided, under California’s penalty of perjury, by Jordanian attorney, Dia
8 Eddin Zaiter. (Filed December 2, 2021.)
9

10 **Plaintiff’s Theories of Personal Jurisdiction**

11 Plaintiff’s counsel, Mr. Spitz, has admitted in open court (in connection with discovery
12 motions) that there is no direct line between LPJ and the California entity, LA-based Western
13 Lieutenancy. In the oral argument on February 9, 2022, in connection with two sanctions motions,
14 Mr. Spitz stated:
15

16 There is no money from the Western Lieutenancy directly to the LPJ because it has to all get
17 sorted out by this council in Grand Magisterium [Rome] that decides where the money
18 should go to each of the departments. All this was explained in the deposition of His
19 Beatitude Fouad Al-Twal that, yes, all the money goes from each of the lieutenancies to this
20 central headquarters in Rome, and from there it goes to LPJ.

21 (2/9/22 Transcript, Exh. 1 to Plaintiff’s Supp. Opp., p. 3:16-22 [underline added].)

22 Mr. Spitz reiterated that the basis for this court’s jurisdiction of the defendants is minimum
23 contacts, and that the contacts are established through the flow of money from California to LPJ. He
24 conceded that there is a dispute on this basis because the money goes through the Grand Magisterium
25 in Rome rather than directly from California to LPJ. (2/9/22 Transcript, pp. 3:19-4:14.)
26

27 Mr. Spitz then proceeded to argue that the money flow was not the sole basis for jurisdiction.
28 He argued that Seryani is a California citizen who was sought out by Fouad Twal, the patriarch of

1 LPJ, because LPJ wanted the highly technical equipment from the United States for the laboratories
2 and kitchen to be assembled in Jordan. (This is disputed by Twal.)

3 On March 16, 2022, Plaintiffs filed a Supplemental Opposition, with a declaration of counsel,
4 to the Motions to Quash.

5 At a hearing on May 5, 2022, Mr. Spitz informed the court:

6 This binder I'm holding in front of me having probably more than 500 pages of
7 documentation, I'm sure the court has that, plus many more documents that have been
8 provided, that support our claim that there is proper jurisdiction in this case. The legal
9 grounds for jurisdiction are minimum contact. Case law has supported jurisdiction with a
10 contract, a phone call, a meeting, very minimal things are all that are required to support
11 jurisdiction. [¶] And your Honor, I think if the court has the time to review all the
12 documentation that we have submitted in support of those minimum contact, the court will
13 find that there's overwhelming evidence of not just the money flow – the money flow is not
14 even disputed... [¶] It's been a long time since we submitted those other documents. ...
(5/05/22 Hearing p. 3:15-4:16.)

15
16 **Evidentiary Hearing**

17 The conflicting and changing positions of Plaintiff, and factual disputes in
18 evidence/testimony led this court to holding an evidentiary hearing. The credibility of Seryani was
19 highly relevant due to the many disputes in the evidence, specifically Seryani's declarations and
20 declarations of the Defendants and their witnesses regarding (1) Defendants' contacts with
21 California; (2) the alleged minimum contacts through fund-raising efforts in California; (3)
22 Defendant Twal's visits to California and whether they were pastoral or fund-raising; and (4)
23 Seryani's residence at the time of contracting and initial contacts by Defendants.
24

25 The evidentiary hearing was limited to [the extensive] existing documents (filed with the
26 court over the years of this litigation) and the testimony of Seryani, following the court's discussion
27 of the parties' objections. Defendants were permitted to rely upon the declarations and exhibits
28

1 previously submitted.

2 The evidentiary hearing was conducted on October 21, 2022 and October 27, 2022, and
3 consisted of the direct, cross and re-direct examination of Plaintiff Benjamin Seryani.

4 **Conclusion**

5 Following review of the exhaustive documents, declarations and the two-day testimony of
6 Plaintiff Seryani, the court finds the evidence of the Defendants, negating California contacts, to be
7 more credible. The court was not persuaded by Plaintiff's testimony on the areas of factual dispute.
8

9 Despite the overwhelming (and largely unnecessary) documentation provided to the court,
10 Plaintiff's theory of jurisdiction boils down to: (1) the flow of money from California to the
11 Jordanian Defendants; and (2) that Seryani is a California citizen who was sought out by Fouad
12 Twal, the patriarch of LPJ.

13 With respect to the first theory, Plaintiff has not met his burden to establish jurisdiction as the
14 money donated from California goes through the Grand Magisterium in Rome rather than directly
15 from California to LPJ. With respect to the factual dispute as to whether Twal's visits to California
16 were pastoral or fund-raising in nature, the court finds the Defendants' declarations to be more
17 persuasive.
18

19 There is insufficient evidence to establish that Defendants have purposefully availed
20 themselves of the privilege of conducting fund-raising activities in this forum, or that plaintiff's
21 claims arose out of those forum-related contacts.
22

23 Seryani's second theory of jurisdiction was that Defendant Twal sought out Seryani, a
24 California resident, and this outreach to a California resident is a sufficient minimum contact to
25 confer personal jurisdiction over Twal and his principal.

26 There is conflicting evidence on Seryani's residence at the time of the events at issue, created
27 by Plaintiff himself. Plaintiff's claim to be a California resident at the time of contracting is
28

1 contradicted by his own sworn declaration filed in the State of New Hampshire ["I was a resident of
2 the kingdom of Jordan during the time September 1st, 2012 through 18th, of November, 2015."].
3 Seryani's testimony during the evidentiary hearing did not persuade the court that he was a California
4 resident.

5 Further, Seryani's version of the events (e.g., that he was sought out by Fouad Twal, the
6 patriarch of LPJ, because LPJ wanted the highly technical equipment from the United States for the
7 laboratories and kitchen to be assembled in Jordan) is disputed by Twal. The court was not
8 persuaded by Seryani's testimony and settles this factual dispute in favor of the Defendant.
9

10 The remaining evidence presented by Plaintiff, through documentation or testimony
11 (declaratory or live) fails to establish that the specially appearing Defendants have the requisite
12 minimum contacts with this state to for this court to exercise personal jurisdiction. Defendants'
13 March 3, 2020, Supplemental Declarations² establish the non-residency of Defendants Pizzaballa,
14 LPJ, Mukawer Castle for Education Company, American University of Madaba ("AUM"), American
15 University of Madaba, Inc. ("AUMI"), and Latin Patriarchal Vicariate Ecclesiastical Court ("LPV")
16 and lack of California contacts.
17

18 Plaintiff's evidence is insufficient to overcome these statements.

19 Defendants have not purposeful availed themselves of this forum, nor do Plaintiff's claims
20 arise out of any such purported contacts. As such, there is no need for this court to balance the
21 convenience of the parties and the interests of the state in order to determine whether the exercise of
22 personal jurisdiction is fair and reasonable under all of the circumstances. (*Burger King Corp. v.*
23 *Rudzewicz, supra*, 471 U.S. at pp. 477-478; *Vons Companies, Inc. v. Seabest Foods, Inc., supra*, 14
24 Cal.4th at pp. 447-448.)
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² His Excellency Archbishop Pierbattista Pizzaballa; His Beatitude Fouad Twal; His Excellency Archbishop William Shomali; Imad Deir; Nabil Ayoub; and Fr Dr Jihad Shweihat


1 **Dismissal**

2 Pursuant to section 418.10 of the Code of Civil Procedure, "A defendant, on or before the last
3 day of his or her time to plead or within any further time that the court may for good cause allow,
4 may serve and file a notice of motion for one or more of the following purposes: (1) To quash service
5 of summons on the ground of lack of jurisdiction of the court over him or her. (2) To stay or dismiss
6 the action on the ground of inconvenient forum." (Code Civ. Proc., § 418.10, subd. (a)(1)-(a)(2).)

7 "If the plaintiff is unable to demonstrate sufficient minimum contacts with the forum to
8 justify jurisdiction, a court is not required to engage in the process of weighing the defendant's
9 inconvenience of litigating in the forum against the plaintiff's interests in suing locally and
10 California's interest in assuming jurisdiction." (*Strasner v. Touchstone Wireless Repair & Logistics*,
11 *LP* (2016) 5 Cal.App.5th 215, 226.)

12 Here, the contracts were formed in Jordan, between parties in Jordan, to be performed in
13 Jordan, with the alleged breaches occurring in Jordan. Dismissal is appropriate.
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21 Dated this 30th day of December, 2022

22 
23 DONALD ALVAREZ
24 Judge of the Superior Court
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1 **SUPERIOR COURT OF CALIFORNIA**
2 **COUNTY OF SAN BERNARDINO, SAN BERNARDINO JUSTICE CENTER**

3 **IN THE MATTER OF:** BENJAMIN SERYANI, et al., Plaintiff.

4 v

5 THE HOLY SEE, A/K/A VATICAN STATE, et al., Defendants.

6 **CASE NO.:** CIVDS1925212

7 **PROOF OF SERVICE BY MAIL**

8 The undersigned hereby declares: I am a citizen of the United States of America, over the age of eighteen
9 years, employed in the above-named county, and not a party to nor interested in this proceeding. My
10 business address is 247 W. 3rd St., San Bernardino, California 92415. I am a Deputy Clerk of said County
and on the date shown below, served a copy of the following:

11 **RULING ON MOTION TO QUASH SERVICE OF SUMMONS OR IN THE ALTERNATIVE, TO STAY
OR DISMISS THE ACTION**

12 Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown
13 above, mailed to the interested parties addressed as shown below:

14 By Hand Delivery, I caused such document to be served on all parties to this action to the interested
parties addressed as shown below:

15 **ROBERT JOHN SPITZ, ESQ.**
16 **Law Office of Robert J. Spitz**
204 N. San Antonio Ave
17 Ontario, CA 91762

MICHELE B. FRIEND, ESQ.
Clark & Trevithick
445 South Figueroa Street, 18th Floor
Los Angeles, CA 90071

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19
20 At the time of mailing this notice there was regular communication between the place of mailing and the
21 place(s) to which this notice was addressed.

22 I declare under penalty of perjury the foregoing to be true and correct.

23 DATED: January 5, 2023

24 BY: 
Kathleen Mullaney, Administrative Assistant II