

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Christopher Reid Thomas v. Ampersand, Inc.

Thomas v. Ampersand · No. 25-cv-05835-RFL · Decided December 1, 2025

SUMMARY

The United States District Court for the Northern District of California denied Ampersand, Inc.’s motion to dismiss for improper venue but granted its alternative motion to transfer the action to the Eastern District of Wisconsin. The court concluded that venue was proper in California because Ampersand waived its personal-jurisdiction objection, but that the convenience of the parties and witnesses and the interests of justice favored transfer under 28 U.S.C. § 1404(a).

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Rita F. Lin
JURISDICTION	United States District Court for the Northern District of California
DECIDED	December 1, 2025
DOCKET	25-cv-05835-RFL
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss for improper venue or, alternatively, to transfer the action under 28 U.S.C. § 1404(a). The court denied dismissal and transferred the case to the Eastern District of Wisconsin.
STANDARD OF REVIEW	A discretionary transfer under 28 U.S.C. § 1404(a) requires the proposed transferee district to be one in which the action might have been brought and requires the court to weigh the convenience of the parties and witnesses and the interest of justice. The decision to transfer rests within the district court's discretion, with the moving party bearing the burden to show that the balance of convenience clearly favors transfer.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

- venue
- personal jurisdiction
- civil procedure
- employment contracts
- noncompete agreements

PRACTICE AREAS

civil procedure

contracts

employment law

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether venue was improper in the Northern District of California because Ampersand had not waived an objection to personal jurisdiction and therefore did not reside there for purposes of 28 U.S.C. § 1391(b)(1).
2. Whether the action should be transferred to the Eastern District of Wisconsin under 28 U.S.C. § 1404(a) for the convenience of the parties and witnesses and in the interest of justice.

HOLDINGS

1. Ampersand waived any objection to personal jurisdiction by failing to raise it in its motion to dismiss or transfer, its first opportunity to do so. Because Ampersand was therefore subject to personal jurisdiction in the Northern District of California, it was deemed to reside there under 28 U.S.C. § 1391(c)(2), making venue proper under § 1391(b)(1).
2. The Eastern District of Wisconsin was a district where the action might have been brought because Ampersand's principal office was located in Waukesha County, Wisconsin, within that district.
3. The balance of relevant factors favored transferring the action to the Eastern District of Wisconsin. Although Thomas's choice of forum and California's local interest weighed against transfer, the convenience of the parties and especially the witnesses, as well as the location of relevant evidence, weighed in favor of transfer; other factors were neutral.

KEY QUOTATIONS

“For the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought” (Discretionary Transfer)

“For the foregoing reasons, the request to dismiss the case is DENIED, and the request to transfer is GRANTED. The Clerk shall transfer the case to the Eastern District of Wisconsin.” (Conclusion)

FACTUAL BACKGROUND

Christopher Reid Thomas worked in the EB-5 sector and became Ampersand's Chief Strategy Officer in August 2023 under an employment agreement containing a noncompete clause. Ampersand terminated him in April 2025, purportedly for cause, and later sent a cease-and-desist letter invoking the noncompete clause in connection with Thomas's work for a consulting company he had founded. Thomas sued for relief concerning the noncompete clause and for damages arising from the alleged breach of his employment agreement.

PROCEDURAL HISTORY

Thomas filed suit in the Northern District of California seeking declaratory and injunctive relief concerning an employment-agreement noncompete clause and damages for alleged breach of the agreement. Ampersand

moved to dismiss for improper venue or transfer the case to Wisconsin. The court held that venue was proper in California but concluded that the § 1404(a) convenience and interest-of-justice factors favored transfer.

DISPOSITION

other

CASES CITED

- Am. Ass'n of Naturopathic Physicians v. Hayhurst, 227 F.3d 1104, 1106-08 (9th Cir. 2000)
- Ward v. Certain Underwriters at Lloyd's of London, No. 18-cv-07551-JCS, 2019 WL 2076991, at *3 (N.D. Cal. May 10, 2019)
- Valencia v. E*Trade Sec. LLC, No. 21-cv-00161-SK, 2021 WL 2587965, at *2 (N.D. Cal. Mar. 4, 2021)
- Hatch v. Reliance Ins. Co., 758 F.2d 409, 414 (9th Cir. 1985)
- Ranza v. Nike, Inc., 793 F.3d 1059, 1068-69 (9th Cir. 2015)
- Jones v. GNC Franchising, Inc., 211 F.3d 495, 498 (9th Cir. 2000)
- Barnes & Noble, Inc. v. LSI Corp., 823 F. Supp. 2d 980, 993 (N.D. Cal. 2011)
- Merrell v. Tapestry, Inc., No. 23-cv-06671-RFL, 2025 WL 2615062, at *2 (N.D. Cal. Sept. 10, 2025)
- Lax v. Toyota Motor Corp., 65 F. Supp. 3d 772, 776 (N.D. Cal. 2014)
- United States v. Acad. Mortg. Corp., No. 16-cv-02120-EMC, 2018 WL 4053484, at *5 (N.D. Cal. Aug. 24, 2018)
- Jimenez v. Haxton Masonry, Inc., No. 18-cv-07109-SVK, 2019 WL 9573762, at *2-3 (N.D. Cal. May 10, 2019)
- Widevine Techs., Inc. v. Verimatrix, Inc., No. 08-cv-01039-JLR, 2008 WL 11506772, at *2 (W.D. Wash. Oct. 2, 2008)
- Desert Survivors v. U.S. Dep't of the Interior, No. 16-cv-01165-JCS, 2016 WL 3844332, at *7 (N.D. Cal. July 15, 2016)
- Morris v. Safeco Ins. Co., No. 07-cv-02890-PJH, 2008 WL 5273719, at *4 (N.D. Cal. Dec. 19, 2008)
- Doe v. Spahn, No. 21-cv-04007-LB, 2021 WL 6052088, at *6 (N.D. Cal. Dec. 21, 2021)
- Rice-Sherman v. Big Heart Pet Brands, Inc., No. 19-cv-03613-WHO, 2020 WL 1245130, at *5 (N.D. Cal. Mar. 16, 2020)
- Selby v. Sovrn Holdings, Inc., No. 25-cv-03139-RFL, 2025 WL 2950164, at *2 (N.D. Cal. Oct. 17, 2025)
- Ryan v. Microsoft Corp., No. 14-cv-04634-LHK, 2015 WL 1738352, at *9 (N.D. Cal. Apr. 10, 2015)
- Yeomans v. World Fin. Grp. Ins. Agency, Inc., No. 19-cv-00792-EMC, 2019 WL 5789273, at *9 (N.D. Cal. Nov. 6, 2019)
- Bromlow v. D & M Carriers, LLC, 438 F. Supp. 3d 1021, 1030-31 (N.D. Cal. 2020)
- Brown v. Newsom, No. 23-cv-04040-RFL, 2024 WL 2853978, at *3 (N.D. Cal. May 1, 2024)

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