

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

JG Action Enterprises, Inc. v. Michael Marchky; Harley-Davidson of
Siouxland, Inc. d/b/a Rooster’s Harley-Davidson

Case No. 25-cv-2108-BAS-MMP (S.D. Cal. Dec. 3, 2025) · No. 25-cv-2108-BAS-MMP · Decided December 3,
2025

SUMMARY

The Southern District of California granted Michael Marchky’s motion to dismiss for lack of personal jurisdiction under Federal Rule of Civil Procedure 12(b)(2), holding that entering into a contract with a California company did not establish sufficient minimum contacts. The court denied dismissal for insufficient service of process because Plaintiff had filed proof of service, dismissed the claims against Marchky without prejudice, and terminated the venue-transfer motion as moot.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Cynthia Bashant
JURISDICTION	United States District Court for the Southern District of California
DECIDED	December 3, 2025
DOCKET	25-cv-2108-BAS-MMP
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant Michael Marchky moved to dismiss for lack of personal jurisdiction under Federal Rule of Civil Procedure 12(b)(2) and insufficient service of process under Rule 12(b)(5), and alternatively moved to transfer venue under 28 U.S.C. § 1406. The court decided the motions on the papers.
STANDARD OF REVIEW	On a Rule 12(b)(2) motion, the plaintiff bears the burden of establishing the first two elements of specific personal jurisdiction, while the defendant bears the burden on the reasonableness element if the first two elements are satisfied. The court evaluated the allegations and jurisdictional materials under the minimum-contacts and purposeful-availing framework. On the Rule 12(b)(5) motion, the issue was whether service complied with Rule 4 and whether the subsequently filed proof of service resolved the asserted deficiency.

TOPICS

personal jurisdiction

service of process

venue

motions to dismiss

breach of contract

PRACTICE AREAS

civil procedure

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service of process

venue

contracts

QUESTIONS PRESENTED

1. Whether the Southern District of California could exercise specific personal jurisdiction over Marchky based on his remote contractual relationship with a California company and the inclusion of the company's California address on the contract.
2. Whether Marchky was entitled to dismissal under Rule 12(b)(5) for insufficient service of process when proof of service was filed after the motion was made.
3. Whether Marchky's alternative motion to transfer venue should be decided after dismissal for lack of personal jurisdiction.

HOLDINGS

1. The court lacked specific personal jurisdiction over Marchky because entering into a contract with a California company, without additional California-directed conduct or contractual ties to California, did not establish purposeful availment or minimum contacts.
2. Marchky's Rule 12(b)(5) motion was denied because the plaintiff subsequently filed proof of service.
3. The motion to transfer venue was terminated as moot after the court dismissed the claims against Marchky for lack of personal jurisdiction.

KEY QUOTATIONS

“The minimum contacts inquiry “looks to the defendant’s contacts with the forum State itself, not the defendant’s contacts with persons who reside there,” emphasizing that “it is the defendant’s conduct that must form the necessary connection with the forum State.”” (at 2)

“ “[A] contract alone does not automatically establish minimum contacts in the plaintiff’s home forum.”” (at 2)

“While Tamarack is an Idaho resident, there’s no evidence that Cranfield sought out Tamarack in Idaho or benefitted from Tamarack’s residence in Idaho. Neither the contract’s negotiations, terms, nor contemplated consequences establish that Cranfield formed a substantial connection with Idaho.” (at 3)

FACTUAL BACKGROUND

JG Action Enterprises, a California-based executive-search firm, entered into a written contract with Michael Marchky for recruiting job candidates. Marchky was based in Florida when the contract was formed and was

later domiciled in Sioux City, Iowa; he worked remotely as an independent contractor and never traveled to California in connection with the contract. The contract appeared on the plaintiff's letterhead, which included a California address, but contained no California choice-of-law or forum-selection clause. The plaintiff's claims against Marchky arose from alleged breach of contract and related interference with contractual and prospective economic relationships.

PROCEDURAL HISTORY

JG Action Enterprises, Inc. filed breach-of-contract and related tort claims in the Southern District of California against Michael Marchky and Harley-Davidson of Siouxland, Inc. Harley-Davidson submitted to the court's jurisdiction by filing an answer. Marchky contested jurisdiction and service. The court granted dismissal under Rule 12(b)(2), denied dismissal under Rule 12(b)(5) because proof of service had subsequently been filed, and terminated the venue-transfer motion as moot.

DISPOSITION

dismissed

CASES CITED

- Lions Gate Entertainment Inc. v. TD Ameritrade Services Co., Inc., 170 F. Supp. 3d 1249, 1257 (C.D. Cal. 2016)
- Panavision International, L.P. v. Toeppen, 141 F.3d 1316, 1320 (9th Cir. 1998)
- International Shoe Co. v. State of Washington, International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945)
- Dole Food Co. v. Watts, 303 F.3d 1104, 1111 (9th Cir. 2002)
- Walden v. Fiore, Walden v. Fiore, 571 U.S. 277, 285 (2014)
- Bristol-Myers Squibb Co. v. Superior Court, 582 U.S. 255, 262 (2017)
- Schwarzenegger v. Fred Martin Motor Co., 374 F.3d 797, 802 (9th Cir. 2004)
- Boschetto v. Hansing, 539 F.3d 1011, 1017 (9th Cir. 2008)
- Burger King Corp. v. Rudzewicz, Burger King Corp. v. Rudzewicz, 471 U.S. 462, 478-79 (1985)
- Picot v. Weston, 780 F.3d 1206, 1213 (9th Cir. 2015)
- Davis v. Cranfield Aerospace Solutions, Ltd., 71 F.4th 1154, 1162-63 (9th Cir. 2023)
- Integral Development Corp. v. Weissenbach, 99 Cal. App. 4th 576 (2002)
- Hall v. LaRonde, 56 Cal. App. 4th 1342 (1997)