STATE OF SOUTH CAROLINA COUNTY OF HORRY GLORIA ORMAND-WARD by and through HER GUARDIAN AND CONSERVATOR, CDM CORPORATION, through its representative, STEPHEN MANTELL Plaintiff, vs. DAVID LITT, HOMEDEBONE, LLC, ROSARIA A. ALAGNA aka ROSE ALAGNA; CHRIS PARKER; CHICAGO LAND AGENCY SERVICES, INC.; CHICAGO TITLE INSURANCE COMPANY; PEREIRA PARTNERS, LLC; NB LABOR LLC dba NEWMAN BROTHERS GENERAL CONTRACTORS; JOHN NEWMAN; and TOORAK CAPITAL, LLC Defendants.	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTEENTH JUDICIAL CIRCUIT Case No.: 2021-CP-26-07668 **ORDER GRANTING CHICAGO TITLE INSURANCE COMPANY'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**

This matter is before the Court upon Defendant Chicago Title Insurance Company's ("Chicago Title") motion to dismiss for lack of personal jurisdiction pursuant to Rule 12(b)(2), SCRCP.[1] After carefully considering the allegations of the Amended Complaint, the affidavits submitted by the parties, and the briefs and arguments of counsel for the respective parties, the Court concludes that it lacks personal jurisdiction over the Chicago Title and, therefore, its Motion to Dismiss pursuant to SCRCP 12(b)(2) will be granted.

BACKGROUND

This case concerns an alleged fraudulent scheme by certain of the named Defendants to acquire residential property from Gloria Ormand-Ward, an elderly female. Ms. Ormand-Ward was the sole owner of residential property located in Horry County (hereafter the "Home"). (Amended

[1] Chicago Title also moved to dismiss for failure to state a claim pursuant to Rule 12(b)(6). That motion is being addressed by a separate order that also addresses the motion to dismiss filed by Chicago Land Agency Services, Inc.

Complaint ¶¶ 1,3). The Home was subject to assessments imposed by a Homeowners Association (the "HOA"). (*Id.* at ¶3). On September 25, 2020, the HOA filed a foreclosure action with respect to a lien it had placed against the Home for unpaid assessments. (*Id.* at ¶¶ 21-22).

Defendant David Litt contacted Ormand-Ward with an offer to help stop the foreclosure. (*Id.* at ¶¶ 22-23). On February 4, 2021, Defendant Homedebone LLC, which is managed by Litt, prepared a warranty deed (hereafter the "Deed"), purportedly signed by Ms. Ormand-Ward via DocuSign, transferring the Home to Homedebone. (*Id.* ¶¶ 24, 38). Plaintiff contends that Ormand-Ward's signature was affixed through fraud by Litt and/or Defendants, Homedebone, Rosaria Alagna, and Chris Parker. (Amended Complaint ¶¶ 52, 60-66). In addition, Plaintiff alleges that the Deed was defective because it: 1) was digitally signed via DocuSign (which is not permitted in South Carolina); 2) was not signed by Ormand-Ward in the presence of the two listed witnesses; 3) was prepared by an LLC (which Plaintiff asserts is improper in South Carolina); 4) incorrectly states that the Home is located in North Carolina; 5) lists the notary in the Grantor block as a notary public for the "State of North Carolina, County of Horry"; 6) was notarized by a person who was not a notary in South Carolina (or North Carolina); 7) contains an incorrect derivation clause; 8) lists a Grantee (Homedebone) that did not exist as of the date of the Deed due to termination by the Utah Secretary of State; and 9) sets forth inadequate consideration ($100). (Amended Complaint ¶ 76).

David Litt engaged Chicago Land Agency Services ("CLAS") to assist him in recording the Deed. (CLAS Ans. to Interrog. No. 7). On February 18, 2021, CLAS acted on this request by submitting the Deed for recording with the Horry County Register of Deeds through CLAS's third-party vendor's submission application tool. (*Id.*; *see also* Amended Complaint ¶ 24). CLAS invoiced Litt and payment was made to CLAS. (2/24/21 Invoice from CLAS to Litt). The transmittal sheet

with the Deed lists CLAS, 1279 N. Milwaukee Ave., 310, Chicago, IL 60622, as the place to return the Deed, and incorrectly lists the date of the Deed as April 21, 2021. (Amended Complaint ¶ 31).

Thereafter, Ms. Ormand-Ward's name was purportedly signed via DocuSign to a Power of Attorney in favor of Litt and Litt paid off the HOA lien, causing the foreclosure to be dismissed. (*Id.* at ¶ 32, ¶¶ 35-37). Homedebone, LLC subsequently transferred the Home to Pereira Partners, LLC for the sum of $260,000.00, and Ms. Ormand-Ward was ousted from the Home. (*Id.* at ¶¶ 38-41).

Based on the electronic recording conducted by CLAS, Plaintiff has brought suit against CLAS alleging claims of Negligence, Quiet Title, Intentional Infliction of Emotional Distress, Unfair Trade Practices, Slander of Title, and Civil Conspiracy. Plaintiff has brought those same claims against Chicago Title based on an alleged joint venture. In particular, Plaintiff alleges that "[o]n information and belief, CLAS and Chicago Title are joint venture partners," and points to the home page of the CLAS website, www.ctclas.com, which states:

> Chicago Land Agency Services, known in the title insurance industry as CLAS, was formed in 1997. CLAS is a joint venture partnership with Chicago Title Insurance Company, the marquee name in title insurance. This unique relationship has positioned CLAS to provide title insurance to real estate professionals in an accurate and timely manner.

See id. at ¶ 29.

Chicago Title is a Florida corporation with a Florida principal place of business. (Amended Complaint ¶ 12; Affidavit of Michael Cusack ¶ 2). Chicago Title is licensed to write insurance in South Carolina, as it is in most states, but it did not issue a title policy regarding the Home. (*Id.* at ¶ 3). Chicago Title is a 49.9% shareholder in CLAS. (*Id.* at ¶ 4; CLAS Ans. to Interrog. No. 8). CLAS is an Illinois corporation with a principal place of business in Illinois. *See* Amended Complaint ¶ 11.

Chicago Title timely filed a Motion to Dismiss for Lack of Personal Jurisdiction. CLAS has not challenged the personal jurisdiction of this Court.

APPLICABLE STANDARD

Where a nonresident defendant such as Chicago Title is concerned, the question of personal jurisdiction "must be resolved upon the facts of each particular case." *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). It is well-settled that the burden of proving personal jurisdiction is on the plaintiff who seeks to invoke it. *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012). To meet his burden, the Plaintiff must "make a prima facie showing that the trial court should exercise jurisdiction." *White v. Stephens*, 300 S.C. 241, 246, 387 S.E.2d 260, 263 (1990); *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. "When a nonresident defendant attacks the allegations of a complaint based on jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Cribb v. Spatholt*, 382 S.C. 490, 496-97, 676 S.E.2d 714, 717-18 (Ct. App. 2009). The circuit court's decision should be affirmed unless unsupported by the evidence or influenced by an error of law. *Id.* (citing *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508).

DISCUSSION

South Carolina treats its long-arm statute as coextensive with the due process clause, and, therefore, the sole question is whether the exercise of personal jurisdiction would violate due process requirements of the Fourteenth Amendment. *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. To satisfy due process, the defendant must have "certain minimum contacts with the State such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice." *Daimler AG v. Bauman*, 571 U.S. 117, 126 (2014) (quoting *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)) (internal quotations omitted). Two categories of personal jurisdiction are derived from *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945): (1) specific jurisdiction and (2) general jurisdiction. *See Daimler*, 571 U.S. at 127.

A. The Court lacks general jurisdiction over Chicago Title.

General jurisdiction is the state's right to exercise jurisdiction over a non-resident defendant in any case, even a case that does not relate to the defendant's contacts with the forum. *See, e.g., Coggeshall v. Reprod. Endocrine Associates of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). A court may assert general jurisdiction over a nonresident defendant only when the defendant's "affiliations with the State are so continuous and systematic as to render them essentially at home in the forum State." *Daimler*, 571 U.S. at 127 (internal quotation marks omitted). A corporate defendant is "at home" where it is incorporated and where it maintains a principal place of business, and general jurisdiction elsewhere is appropriate only in the "exceptional case." *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017); *Daimler*, 571 U.S. at 137, 139 n.19.

Plaintiff argues that Chicago Title is subject to general jurisdiction because it is a licensed insurer in South Carolina and, pursuant to South Carolina Code Section 38-5-70, licensed insurers are required to appoint the Director of the South Carolina Department of Insurance (the "Director") to be their "attorney upon whom all legal process in any action or proceeding against it must be served and in this writing shall agree that any lawful process against it which is served upon this attorney is of the same legal force and validity as if served upon the insurer . . ." In support of this argument, Plaintiff cites *Pennsylvania Fire Ins. Co. of Philadelphia v. Gold Issue Mining & Milling Co.*, 243 U.S. 93 (1917), where the Supreme Court held that an insurer consented to general jurisdiction in Missouri by complying with a state law requiring it to obtain a license and execute a power of attorney agreeing that service on the superintendent of insurance was the equivalent of personal service.

However, *Pennsylvania Fire* was decided before the Supreme Court's "transformative" opinion in *International Shoe*, which adopted the minimum contacts approach to personal jurisdiction. *See Fidrych v. Marriott Intl., Inc.*, 952 F.3d 124, 136 (4th Cir. 2020) (quoting *BNSF Ry. Co.*, 137 S.

Ct. at 1557). The Supreme Court has cautioned against reliance on such opinions. *See id.*; *see also Shaffer v. Heitner*, 433 U.S. 186, 212 n.39 (1977) ("To the extent that prior decisions are inconsistent with this standard [set in *International Shoe*], they are overruled."); *Burnham v. Super. Ct. of California, County of Marin*, 495 U.S. 604, 618 (1990) (acknowledging that although the Court initially upheld state statutes regarding consent to jurisdiction under the rigid requirement of consent that existed at the time, such consent was "purely fictional" and "[o]ur opinion in *International Shoe* cast those fictions aside . . ."); *Rush v. Savchuk*, 444 U.S. 320, 327 (1980) (explaining that "all assertions of state-court jurisdiction must be evaluated according to the standards set forth in *International Shoe* and its progeny") (quoting *Shaffer*, 433 U.S. at 212).

Many courts have also held that *Pennsylvania Fire* is at odds with the Supreme Court's opinion in *Daimler AG v. Bauman*, 571 U.S. 117 (2014). *See Fidrych*, 952 F.3d at 136 ("Given the number of states that subject foreign corporations to domestication requirements, foreign corporations would likely be subject to general jurisdiction in every state where they operate—a result directly at odds with the views expressed by the Court in *Daimler*."); *Waite v. All Acquisition Corp.*, 901 F.3d 1307, 1318 (11th Cir. 2018) ("After *Daimler*, there is 'little room' to argue that compliance with a state's 'bureaucratic measures' render a corporation at home in a state."); *AM Tr. v. UBS AG*, 681 F. App'x 587, 588 (9th Cir. 2017) (citation omitted) ("[The plaintiff] advocates a rule that would subject a large bank to general personal jurisdiction in any state in which the bank maintains a branch. However, *Daimler* explained that '[a] corporation that operates in many places can scarcely be deemed at home in all of them.'"); *Brown v. Lockheed Martin Corp.*, 814 F.3d 619, 640 (2d Cir. 2016) ("every corporation would be subject to general jurisdiction in every state in which it registered, and *Daimler*'s ruling would be robbed of meaning by a back-door thief."); *see also Humphries v. Allstate Ins. Co.*, CV-17-01606-PHX-JJT, 2018 WL 1510441, at *3 (D. Ariz. Mar. 27, 2018) (rejecting the

plaintiff's assertion that Allstate's appointment of power attorney to the Arizona Director of Insurance conferred general jurisdiction over Allstate in Arizona in light of *Daimler* and *International Shoe*).

Here, Chicago Title is incorporated in Florida and its principal place of business is in Florida. In opposing Chicago Title's motion, Plaintiff asserts that Chicago Title is a nationwide provider of title insurance, including substantial title insurance business in South Carolina, among others. Chicago Title acknowledges that it has issued title insurance policies in South Carolina, as it has in many other states. These facts do not constitute the "exceptional case" that would confer general jurisdiction in a forum beyond incorporation and principal place of business. In *Daimler*, for example, the Court refused to permit California to exercise jurisdiction over a defendant that was "the largest supplier of luxury vehicles to the California market," had "multiple California-based facilities," and derived $4.6 billion from its California-based sales. 571 U.S. at 123, 148. Similarly, the Court in *BNSF Ry. Co. v. Tyrrell*, held that the defendant railroad was not subject to general jurisdiction in Montana even though it had over 2,000 miles of railroad track and more than 2,000 employees in Montana. 137 S. Ct. at 1559.

The fact that Chicago Title is a licensed insurer in South Carolina and agreed to appoint the Director to serve as agent for service of process does not confer general jurisdiction on Chicago Title. Such a result ignores the minimum contacts analysis that has governed personal jurisdiction since *International Shoe*, and is at odds with *Daimler*.

Moreover, even if *Pennsylvania Fire* was not effected by *International Shoe* and *Daimler*, I find that Chicago Title did not consent to general jurisdiction by complying with the insurance licensing statute. Even under the holding in *Pennsylvania Fire*, state licensure requirements amount to consent to general jurisdiction only if the state court has interpreted the statute as imposing that condition. *See State ex rel. Norfolk S. Ry. Co. v. Dolan*, 512 S.W.3d 41, 53 n. 11 (Mo. 2017)

("*Pennsylvania Fire* made clear it simply accepted Missouri's interpretation of its own statute as allowing such broad jurisdiction over foreign insurers, without independently examining whether that statute actually made registration consent to general jurisdiction."); *Fidrych*, 952 F. 3d at 137. Ten years after *Pennsylvania Fire*, the Missouri Supreme Court, in *State ex rel. American Cent. Life Ins. Co. v. Landwehr*, 300 S.W. 294 (Mo. banc 1927), specifically overturned its interpretation of the Missouri statute as providing for consent to jurisdiction, and held that that an insurer's registration constituted consent only to suit on insurance policies that were made in Missouri or outstanding in Missouri. *American Cent. Life Ins. Co.*, 300 S.W. at 298; *Dolan*, 512 S.W.3d at 53 n. 11.

Similarly, here, I find that South Carolina Code Section 38-5-70 does not constitute consent to general jurisdiction in South Carolina. The statute speaks in terms of service of process rather than jurisdiction, but even proper service of process does not confer personal jurisdiction on a defendant in the absence of sufficient minimum contacts. *See, e.g., Delta Apparel, Inc. v. Farina*, 406 S.C. 257, 750 S.E.2d 615 (Ct. App. 2013) (finding that the defendant was properly served but that the court lacked personal jurisdiction over the defendant because there were insufficient minimum contacts). Chicago Title is not challenging the sufficiency of service of process and, in fact, service of process was not made on the Director until after Chicago Title challenged personal jurisdiction. Moreover, the statute provides for the director's authority to continue "so long as any liability remains outstanding in the State," which indicates that it was intended to be limited to cases pertaining to policies it issued in South Carolina, or at least cases that arise out of the insurer's contacts with South Carolina. Furthermore, although Section 38-5-70 was not at issue, the South Carolina Court of Appeals has held that a certificate of authority and appointment of an agent for service by a foreign corporation does not automatically subject a foreign corporation to jurisdiction in South Carolina courts, and that jurisdiction instead depends on sufficient South Carolina contacts by the foreign

corporation. *Builders Mart of Am., Inc. v. First Union Corp.*, 349 S.C. 500, 563 S.E.2d 352 (S.C. Ct. App. 2002), overruled in part on other grounds by *Farmer v. Monsanto Corp.*, 353 S.C. 553, 579 S.E.2d 325 (2003)); *see also Natl. Bev. Screen Printers, Inc. v. DALB, Inc.*, 1:16-CV-03850-JMC, 2018 WL 2718035, at *3 (D.S.C. June 6, 2018) ("the application to do business and the appointment of an agent for service to fulfill a state law requirement is of no special weight in the present context [of establishing personal jurisdiction]") (quoting *Ratliff v. Cooper Laboratories, Inc.*, 444 F.2d 745, 748 (4th Cir. 1971)).

For these reasons, I find that the Court cannot exercise general jurisdiction over Chicago Title.

B. The Court lacks specific jurisdiction over Chicago Title.

"Specific jurisdiction is the State's right to exercise personal jurisdiction because the cause of action arises specifically from a defendant's contacts with the forum." *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478. With respect to specific jurisdiction, Plaintiff argues that "[Chicago Title]'s partnership with CLAS subjects it to South Carolina jurisdiction." (Pl. Opp. at 17). In support of the joint venture, Plaintiff points to the statement on CLAS's website that "CLAS is a joint venture partnership with Chicago Title Insurance Company, the marquee name in title insurance."

In South Carolina, a joint venture is "[a] special combination of two or more persons, where in some specific venture a profit is jointly sought without any actual partnership or corporate designation." *Gordon v. Rothberg*, 213 S.C. 492, 50 S.E.2d 202, 207 (1948). By definition, a corporation cannot be a joint venture. If parties to a joint venture incorporate their efforts and become shareholders, the effort becomes a corporation and is no longer a joint venture. *See Future Plastics, Inc. v. Ware Shoals Plastics, Inc.*, 340 F. Supp. 1376, 1383 (D.S.C. 1972) (finding that "[t]he evidence does not establish joint venture, since the parties incorporated their effort as Future Plastics, Inc. . . . . A corporation is inconsistent with a joint venture."). It is undisputed that CLAS is a corporation.

Therefore, CLAS cannot be a joint venture. *See id.*; *see also In re Silicone Gel Breast Implants Prod. Liab. Litig.*, 887 F. Supp. 1455, 1462 (N.D. Ala. 1995) ("the fact that an entity is a corporation precludes a finding that it is a partnership or a joint venture or a finding that its stockholders constitute partners or joint venturers . . . [a] joint venture cannot, however, be carried on in corporate form because the two forms of business are mutually exclusive."); *Peabody-Waterside Dev., LLC v. Islands of Waterside, LLC*, 995 N.E.2d 1021, 1024 (Ill. App. 5th Dist. 2013) (reversing the court's finding of a joint venture because such "finding ignores the corporate form of [an LLC] and the nature of the relationship between a limited liability company and its members. . . . Joint ventures are not distinct legal entities"); *Itel Containers v. Atlanttrafik Exp. Service Ltd.*, 909 F. 2d 698 (2d Cir. 1990) (affirming the district court's ruling that a company itself "was not a joint venture because it was a corporation" since "a joint venture and a corporation are mutually exclusive ways of doing business.").

CLAS's website statement that it is a "joint venture partnership" does not render it a joint venture where it cannot be one by definition. *See Builder Mart of Am., Inc.*, 349 S.C. at 512, 563 S.E.2d at 358-59 (a corporate family's "unified marketing and advertising and holding out to the public as a single entity, without more, [are] insufficient to confer jurisdiction" over the parent); *see also In re Silicone Gel Breast Implants Prod. Liab. Litig*., 887 F. Supp. at 1462 (noting that the fact that 2 parties "have occasionally used the term joint venture in non-legal situations does not justify a finding that, notwithstanding their incorporation of Dow Corning, they really intended to be partners or joint venturers in a legal sense."); *Presbyterian Church of Sudan v. Talisman Energy, Inc.*, 453 F. Supp. 2d 633, 686 (S.D.N.Y. 2006) ("The fact that Consortium Members may have viewed their relationship as a joint venture or described it informally as such is insufficient to create an issue of fact on joint venture liability"); *Andrews v. Primus Telecomms. Group*, 107 Fed.

Appx. 301, 308 (4th Cir. July 16, 2004) (holding as a matter of law that a letter from the corporation to a third party indicating that the corporation "had partnered with" the company could not support a finding that there was a legal partnership or joint venture).[2]

Plaintiff also points to the fact that Chicago Title's website shows a Chicago Title metropolitan office at the same address that CLAS lists on its website, and the fact that three Chicago Title representatives are on the Board of Directors at CLAS. However, neither of these facts is evidence of a joint venture. The shared Chicago address is one of multiple Chicago Title addresses in the Chicago area alone, and there is a sublease between Chicago Title Company, LLC and CLAS including payment of rent relating to that address. The existence of the sublease furthers the corporate distinction of these entities. As for the Board of Directors, this overlap is consistent with Chicago Title being a 49.9% shareholder in CLAS, which illustrates the existence of the corporate form that is inconsistent with a joint venture. *See Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151, 268 S.E.2d 42, 44 (1980) ("Common officers and/or directors and public identification of one corporation as the other's subsidiary do not, without more, support the conclusion the subsidiary is its parent's alter ego or agent for the transaction of its business.").

To the extent Plaintiff is arguing that CLAS and Chicago Title are partners in a joint venture that is separate from CLAS, this argument is unsupported by the evidence. CLAS's website states that "CLAS is a joint venture partnership with Chicago Title . . ." but does not refer to a separate joint venture. However, even if CLAS and Chicago Title were joint venture partners in a separate joint venture, the Court still could not exercise personal jurisdiction over Chicago Title since there is no evidence that CLAS's recording of the Deed was within the scope of such joint venture partnership.

[2] In *Young v. Jones*, 816 F. Supp. 1070 (D.S.C. 1992), a case cited by Plaintiff in opposition to Chicago Title's motion, it was held that a partnership did not exist by virtue of representations made in a marketing brochure since there was no evidence the plaintiff had relied on the representations. Similarly, here there is no evidence Plaintiff or anyone else relied on any representation by CLAS regarding a partnership.

Plaintiff argues that partners are liable for the tortious acts "that are attributable to the partnership" and that "a South Carolina court may hold a foreign partner who is not subject to individual personal jurisdiction in South Carolina personally liable for the for the obligations of the partnership." Clearly, a partner cannot be subject to personal jurisdiction in South Carolina based on the wrongful conduct in which a partner engages individually outside of the partnership. *See, e.g.*, 28 S.C. Jur. Partnerships and Joint Ventures § 33 ("Tort liability of the partnership exists only with respect to acts or omissions occurring in the ordinary course of the business of the partnership").

If CLAS is a partner in a joint venture with Chicago Title rather than the joint venture itself, then CLAS must have a purpose and business separate from the joint venture. Otherwise, CLAS would be the joint venture itself, and it cannot be both the joint venture and a joint venture partner in its own joint venture. Yet there is no evidence or specific allegation that establishes the recording of the Deed was within the scope of the joint venture as opposed to CLAS's own business. To the contrary, CLAS's Answers to Interrogatories state that Litt "engaged CLAS to assist him in efforts to record [the] deed" and "CLAS acted on this request by submitting a requested filing through its third-party vendor's submission application tool." CLAS invoiced Litt and payment was made to CLAS. There was no title insurance provided by CLAS or Chicago Title relating to the transaction. The only evidence indicates that CLAS recorded the Deed. There is no evidence of a separate joint venture having done so. *See S. Plastics Co. v. S. Com. Bank*, 310 S.C. 256, 261, 423 S.E.2d 128, 131 (1992) ("the defendant's activities directed to a resident of this State must be its own and not the unilateral activities of some other entity.") (citing *Aviation Associates & Consultants, Inc. v. Jet Time, Inc.*, 303 S.C. 502, 507, 402 S.E.2d 177, 180 (1991)).

Moreover, even assuming there was a joint venture partnership between CLAS and Chicago Title, and even assuming the recording of the Deed was within the scope of that joint venture

partnership, the Court still could not exercise personal jurisdiction over Chicago Title since there is no evidence that any such joint venture contemplated and actually involved substantial performance in South Carolina. *See Rae v. Celebrity Cruises, Inc.*, 1:21-CV-21668, 2022 WL 2981868, at *2 (S.D. Fla. July 28, 2022) (finding that where a plaintiff is trying to hold a non-resident defendant subject to jurisdiction in Florida based on the actions of the defendant's joint venture partner, "to satisfy Due Process, the [joint venture] agreement made outside of Florida must contemplate and result in substantial performance within Florida"); *see also Owen v. Carnival Corp.*, 18-25372-CIV, 2022 WL 1404602, at *3 (S.D. Fla. May 4, 2022). The recording of one deed in South Carolina does not amount to substantial performance in South Carolina (either contemplated or actual).

CONCLUSION

ACCORDINGLY, IT IS HEREBY ORDERED that Defendant Chicago Title Insurance Company's Motion to Dismiss for Lack of Personal Jurisdiction pursuant to Rule 12(b)(2) is GRANTED and Chicago Title Insurance Company is hereby dismissed as a defendant from this action.

AND IT IS SO ORDERED.

Horry Common Pleas

Case Caption: Gloria Ormand Ward , plaintiff, et al VS RCN Capital LLC , defendant, et al

Case Number: 2021CP2607668

Type: Order/Dismissal

So Ordered

s/ The Honorable Michael G. Nettles #2140