No. 24-867

IN THE

Supreme Court of the United States

IQVIA INC.,

Petitioner,

v.

SUPERIOR COURT OF CALIFORNIA,
ALAMEDA COUNTY, ET AL.,

Respondents.

On Petition for a Writ of Certiorari to the Court of Appeal of California, First Appellate District

REPLY BRIEF FOR PETITIONER

B. DYLAN PROCTOR
VALERIE LOZANO
WILLIAM R. SEARS
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
(213) 443-3112

SARA POLLOCK
QUINN EMANUEL URQUHART & SULLIVAN, LLP
555 Twin Dolphin Dr., 5th Fl.
Redwood Shores, CA 94065
(650) 801-5038

JOHN F. BASH
Counsel of Record
OWEN B. SMITHERMAN
JACOB M. BLISS
QUINN EMANUEL URQUHART & SULLIVAN, LLP
300 W. 6th St, Suite 2010
Austin, TX 78701
(737) 667-6101
johnbash@quinnemanuel.com

Counsel for Petitioner

WILSON-EPES PRINTING CO., INC. – (202) 789-0096 – WASHINGTON, D.C. 20002

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES ii

REPLY BRIEF 1

I. THE COURTS BELOW REPUDIATED THIS COURT'S SETTLED PRECEDENT 3

II. THERE ARE NO BARRIERS TO THIS COURT'S REVIEW 7

III. THIS CASE IS IMPORTANT 9

CONCLUSION 14

TABLE OF AUTHORITIES

Cases

Andrus v. Texas,
590 U.S. 806 (2020) 10

Bristol-Myers Squibb Co. v. Superior Ct. of Cal.,
377 P.3d 874 (Cal. 2016), *overruled on other grounds by* 582 U.S. 255 (2017) 9

Bristol-Myers Squibb Co. v. Superior Ct. of Cal.,
582 U.S. 255 (2017) 2

Burnham v. Superior Ct. of Cal.,
495 U.S. 604 (1990) 10

Calder v. Jones,
465 U.S. 783 (1984) 10

Chaganti v. Fifth Third Bank,
2024 WL 2859259
(Cal. Ct. App. June 6, 2024) 9

CIGNA Corp. v. Amara,
563 U.S. 421 (2011) 11

Cynthia D. v. Superior Ct.,
851 P.2d 1307 (Cal. 1993) 10

Dudnikov v. Chalk & Vermilion Fine Arts, Inc.,
514 F. 3d 1063 (10th Cir. 2008) 12

Fastpath, Inc. v. Arbela Techs. Corp.,
760 F.3d 816 (8th Cir. 2014) 11

Ford Motor Co. v. Montana Eighth Judicial Dist. Ct.,
592 U.S. 351 (2021) 3

Goodyear Dunlop Tires Operations, S.A. v. Brown,
564 U.S. 915 (2011) 10

Hanson v. Denckla,
357 U.S. 235 (1958) 1, 3

Helicopteros Nacionales de Colombia, S.A. v. Hall,
466 U.S. 408 (1984) 3

Hunt-Wesson, Inc. v. Franchise Tax Bd. of Cal.,
528 U.S. 458 (2000) 10

Mallory v. Norfolk S. Ry. Co.,
600 U.S. 122 (2023) 9

Palmore v. Sidoti,
466 U.S. 429 (1984) 11

Picot v. Weston,
780 F.3d 1206 (9th Cir. 2015) 12

Preston v. Ferrer,
552 U.S. 346 (2008) 10

Sarafin v. Bridgestone HosePower, LLC,
2024 WL 899982
(N.D. Tex. Mar. 1, 2024) 11

Save Lafayette Trees v. City of Lafayette,
243 Cal. Rptr. 3d 636 (Cal. Ct. App. 2019) 11

Shapiro v. McManus,
577 U.S. 39 (2015) 11

Unemployment Appeals Comm'n of Florida,
480 U.S. 136 (1987) 11

Walden v. Fiore,
571 U.S. 277 (2014) 1, 3, 4, 5, 7

Yahoo! Inc. v. La Ligue Contre Le Racisme Et L'Antisemitisme,
433 F.3d 1199 (9th Cir. 2006) (en banc),
cert. denied, 547 U.S. 1163 (2006) 12

Rule

Sup. Ct. R. 10.. 10

REPLY BRIEF

The decision below violated this Court's clear holdings—in cases from *Hanson v. Denckla*, 357 U.S. 235 (1958) to *Walden v. Fiore*, 571 U.S. 277 (2014)—that neither a plaintiff's unilateral conduct nor a defendant's contacts with a forum-state resident can establish minimum contacts for specific jurisdiction. "Rather, it is *the defendant's conduct* that must form the necessary connection *with the forum state* that is the basis for its jurisdiction over him." *Id.* at 285 (emphases added).

As *amici* U.S. Chamber of Commerce and Washington Legal Foundation observe, the consequences of that decision—rendered by the appellate court that covers Silicon Valley—are breathtaking: Non-California employees can violate their lawful noncompete agreements with non-California employers and then run to California courts to invalidate them. Allowing this ruling to stand would eviscerate this Court's limits on personal jurisdiction and permit California to impose its outlier policy nationwide.

Nowhere in respondent Steven Chalfant's 32-page opposition brief does he defend the actual holding of the decision below: that where a non-California employer seeks to enforce a noncompete agreement in a non-California court against a former employee who works outside of California for a California-headquartered company, the employer purposefully avails itself of the privilege of conducting activities in California, establishing minimum contacts. Pet. App. 15a-16a. Having no defense for that indefensible ruling, he claims—nearly a dozen times—that the *Walden* error is irrelevant because petitioner did not contest

purposeful availment below. *See* Opp. 2-3, 4, 10, 11, 13, 15, 19, 22, 25-26, 28-29.

That unqualified assertion egregiously distorts the record. Petitioner argued below that although it has purposefully availed itself of California in certain ways (*e.g.*, recruiting at California universities), those contacts are not related to respondent's claims. That is the "concession" that respondent touts. But that is not a concession at all, for petitioner further argued that respondent's unilateral decision to seek employment from California-based companies and petitioner's ensuing Delaware state-court action to enforce the noncompete agreement in the forum mandated by contract were insufficient to satisfy the purposeful-availment prong under *Walden*. *See* pp.4-7, *infra*. The lower courts disagreed. That error warrants review.

As part of his "concession" argument, respondent also erroneously asserts that the petition almost solely invokes purposeful-availment cases. Opp. 4. In fact, the petition explains that once the *Walden* error is corrected, this case is materially identical to *Bristol-Myers Squibb Co. v. Superior Court of California*, 582 U.S. 255 (2017), where this Court rejected the attempts of non-California plaintiffs to sue a non-California defendant in California and thereby obtain a forum advantage, holding that the claims were unrelated to the defendant's forum contacts. Respondent does not address that on-point precedent at all.

Respondent's other grounds for avoiding this Court's scrutiny fare no better. California courts have flouted this Court's unambiguous precedents to claim the ability to extend California policy across state

lines. This Court should grant review and summarily reverse.

I. THE COURTS BELOW REPUDIATED THIS COURT'S SETTLED PRECEDENT

Respondent all but ignores the clear legal error in the decision below. As the petition explains (at 17-19), by attributing jurisdictional significance to respondent's unilateral decision to seek employment from California-based companies, the decision contradicts the rule that "however significant the plaintiff's contacts with the forum may be," the jurisdictional inquiry must turn on "contacts that the defendant *himself* creates with the forum state." *Walden*, 571 U.S. at 284-85 (quotation omitted); *see Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417 (1984); *Hanson*, 357 U.S. at 253-54.

Respondent's principal response is complete misdirection. Because "*Walden* is a purposeful availment case," Opp. 4 (emphasis omitted), and petitioner supposedly "did not dispute purposeful availment" below, Opp. 19 (emphasis omitted), respondent claims that *Walden* is "no help" to petitioner, Opp. 20. Respondent goes so far as to assert (at 3, 28-29) that "IQVIA's only challenge to the decision below concerns the relatedness element of the specific jurisdiction test." That is incorrect.

Under this Court's specific-jurisdiction precedents, the purposeful-availment and relatedness requirements work together: "the plaintiff's claims * * * must arise out of or relate to" contacts by which the defendant "purposefully avails itself" of the forum State. *Ford Motor Co. v. Mont. Eighth Judicial Dist. Ct.*, 592 U.S. 351, 359 (2021) (quotations omitted). In the

courts below, petitioner conceded that it had purposefully availed itself of California in certain ways—for example, by servicing customers in California—but explained that those contacts could not satisfy the relatedness prong. *See* Pet. App. 11a-12a, 17a-18a; Supp. App. 3a-4a, 25a-26a. At the same time, petitioner argued that *respondent's* unilateral contacts with California, whether or not related to the claims here, could not meet the purposeful-availment prong under *Walden*.

For example, petitioner's superior court briefing argued:

> [I]t is not relevant that Veeva is based in California or that "Veeva and Chalfant consider [Chalfant's] employment to be centered in California." (Opp. 12.) Veeva's claims are not at issue here, and Plaintiffs' contacts with the forum are immaterial to jurisdiction over IQVIA in any event. * * *
>
> On this point, *Walden v. Fiore*, *supra*, 571 U.S. 277 is instructive. * * * Plaintiffs' actions, including Chalfant's decision to work for a California-based employer, are not pertinent to the question of specific jurisdiction.

Supp. App. 3a-4a; *see also* Supp. App. 8a.

Similarly, in the court of appeal, petitioner argued:

> Following the Supreme Court's holding in *Walden*, the connection justifying specific jurisdiction over a defendant "must arise out of contacts that the defendant *himself* creates with the forum state, not contacts between the forum state and the plaintiff or a third party."

> (*Zehia v. Super. Ct.* (2020) 45 Cal.App.5th 543, 554 [emphasis in original] [quoting *Walden*, *supra*, 571 U.S. at 284] * * *.)
>
> * * * The Superior Court relied extensively on Chalfant's decision to go and work for Veeva (3-Ex. 60 at 1493), going so far as to state that the "principal occurrence" for specific jurisdiction was "Chalfant's employment with California-based Veeva." (3-Ex. 60 at 1496.)
>
> This is error. "For specific jurisdiction to exist, [IQVIA's] 'suit-related conduct' must have created a 'substantial connection' with California *apart* from [Chalfant's] connections there." (*David L. v. Super. Ct.* (2018) 29 Cal.App.5th 359, 374 [emphasis in original] [quoting *Walden*, *supra*, 571 U.S. at 284].)

Supp. App. 18a-19a. Petitioner made the same argument in its petition to the California Supreme Court. Supp. App. 29a-30a. And petitioner explained at every stage that its action to enforce its noncompete agreement in Delaware was irrelevant to specific jurisdiction. Supp. App. 14a, 20a-21a, 31a-32a.

It is thus astonishing that respondent would tell this Court, without qualification, that petitioner "concedes * * * purposeful availment." Opp. 29. Respondent makes this point over and over again in his brief—it is his principal ground for opposing certiorari. *See* Opp. 2-3, 4, 10, 11, 13, 15, 19, 22, 25-26, 28-29. In reality, petitioner argued below that (i) respondent's suit is unrelated to any of petitioner's cognizable contacts with California; *and* (ii) neither respondent's unilateral actions nor petitioner's Delaware suit can qualify as purposeful availment under *Walden*. The

lower courts erroneously rejected the latter argument, in violation of this Court's longstanding precedent.

Ignoring that error, respondent pretends that the decision below rested on petitioner's own contacts with California, such as its commercial activity, locations, and recruiting in that State involving other employees. Opp. 29-30. But that is not a fair reading of the decision, which did not rest on those activities. *See* Pet. App. 13a-16a. With good reason: As the petition explains (at 25-26), petitioner's general business activities in California have nothing to do with this action and thus easily fail the relatedness requirement under *Bristol-Myers Squibb*.

As for respondent's occasional business trips to California (among other States), the lower courts nowhere suggested that these contacts alone would have been sufficient for personal jurisdiction (respondent does not contend otherwise), and respondent's claims about his noncompete agreement have no connection to those trips. Pet. 26-27. Respondent has lived and worked in New Jersey at all times and neither formed nor breached the agreement in California.

In reality, the decision below rested on respondent's choice to work for a California-based company and petitioner's ensuing action to enforce the noncompete agreement against him in a Delaware court. The rule it announced and applied was this:

> [W]here the defendant seeks to prevent or penalize employment with a company that has substantial California ties with the industry, there is a sufficient affiliation between the controversy and California as the forum state.

Pet. App. 16a. Respondent does not even attempt to reconcile that square holding with *Walden* and its predecessors. Opp. 30-31.[1]

Finally, respondent provides no serious justification for the California courts' reliance on petitioner's Delaware action to establish minimum contacts. As the petition explains (at 19-21), that action post-dated the complaint here; its "effects" in California are legally irrelevant; and, most importantly, it demonstrates no more than a relationship between petitioner and a California resident or employee, which is insufficient for minimum contacts under *Walden*. 571 U.S. at 285. Respondent offers no substantive response.[2]

II. THERE ARE NO BARRIERS TO THIS COURT'S REVIEW

Respondent's various attempts to conjure vehicle problems lack merit.

First, respondent asserts (at 19-20) that petitioner failed to contest purposeful availment below. For the reasons above, that is incorrect. *See* pp.3-6, *supra*.

Second, respondent claims (at 3, 31 n.7) that petitioner did not argue in the superior court that the

---

[1] Respondent contends (Opp. 8, 31) that petitioner's failure to appeal the exercise of personal jurisdiction over his co-plaintiff demonstrates that the courts' error was not egregious. But that ruling rested alternatively on waiver. Pet. App. 32a.

[2] Respondent notes that petitioner filed compulsory counterclaims against Veeva Systems in California (Opp. 31 n.7), but that is immaterial because petitioner filed no claims against respondent in California; unsurprisingly, the California courts did not adopt this argument.

Delaware action is irrelevant to the jurisdictional analysis. That is also incorrect. Petitioner argued that the court should give no weight to that action, while distinguishing the court's contrary prior ruling with respect to respondent's co-plaintiff on the ground that the Delaware action against respondent did not seek to enforce his noncompete agreement. Supp. App. 14a. For that reason, respondent did not even argue in the court of appeal that petitioner had forfeited its argument that the Delaware action was irrelevant—so it is not true that the court of appeal "could have summarily affirmed simply on forfeiture grounds," Opp. 1.[3]

Respondent also suggests (at 22) that petitioner failed to argue below that respondent's occasional business trips do not satisfy the relatedness prong. That is simply wrong. Supp. App. 13a, 22a-23a, 32a.

Third, respondent characterizes (at 20-21) the relatedness analysis as "fact-bound and context-specific." But the pure legal error on which petitioner seeks review and reversal is the lower court's reliance on respondent's unilateral decision to seek California employment (and petitioner's ensuing breach-of-contract action in Delaware) to satisfy the purposeful-availment prong. As the petition explained (at 25-27), this error is outcome-determinative because, once those events are removed from the analysis, petitioner's actual contacts in California clearly fail

---

[3] Although respondent argued that petitioner had forfeited the specific point that the Delaware action post-dated respondent's complaint (*see* Opp. 21-22), that is merely an additional reason that the Delaware action is jurisdictionally irrelevant. *See* pp.4-7, *supra*. Petitioner invoked the *Walden* principle throughout.

the relatedness prong under *Bristol-Myers Squibb* and other decisions.

Fourth, respondent notes (at 1, 14) that the decision below is interlocutory. But he does not deny that this Court has jurisdiction and that no further review of the jurisdictional question is possible in California courts. Pet. 4-5.

Finally, respondent asserts (at 22-23) that the California courts have general jurisdiction over petitioner under *Mallory v. Norfolk Southern Railway Co.*, 600 U.S. 122 (2023). Respondent did not present this argument in the court of appeal, and it was rejected by the superior court. At any rate, California courts have uniformly held, both before and after *Mallory*, that California law does not confer general jurisdiction over foreign corporations. *See Bristol-Myers Squibb Co. v. Superior Ct.*, 377 P.3d 874, 884 (Cal. 2016), *overruled on other grounds by* 582 U.S. 255 (2017); *Chaganti v. Fifth Third Bank*, 2024 WL 2859259, at *9 (Cal. Ct. App. June 6, 2024).

III. THIS CASE IS IMPORTANT

This Court's review—and summary reversal—is warranted in light of the California courts' egregious misunderstanding of this Court's precedents and the significance of the issue for businesses around the country that compete with Silicon Valley technology companies and other California-based entities. As *amici* explain, the ruling below "position[s] California as a national referee of employment disputes," U.S. Chamber of Commerce Br. 10, and "puts out-of-state defendants to a choice: voluntarily abandon the benefits of noncompete agreements or risk being haled into

court in another State," Washington Legal Foundation Br. 19.

Respondent tries mightily to diminish the importance of the decision below even in the face of multiple *amici* describing its harmful consequences. But his arguments are unavailing.

First, respondent asserts that certiorari review generally excludes the decisions of intermediate state appellate courts, citing this Court's Rule 10. *See* Opp. 15-16. But he omits the most pertinent part of that rule, which provides that this Court reviews decisions of "a state court" that "decided an important federal question in a way that conflicts with relevant decisions of this Court." Sup. Ct. R. 10(c). That describes this case. And this Court has often reviewed decisions of intermediate state appellate courts, including the decisions of California courts on personal jurisdiction, *see, e.g.*, *Burnham v. Superior Ct. of Cal.*, 495 U.S. 604, 608 (1990) (plurality); *Calder v. Jones*, 465 U.S. 783, 786-88 (1984); *see also, e.g.*, *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 922-23 (2011); *Preston v. Ferrer*, 552 U.S. 346, 351-52 (2008).

Second, respondent observes that the court of appeal's decision is an unpublished summary affirmance. Opp. 16-17. But this Court has previously granted review of unpublished state-court decisions, *see, e.g.*, *Andrus v. Texas*, 590 U.S. 806, 813 (2020), including from intermediate state appellate courts, *see, e.g.*, *Hunt-Wesson, Inc. v. Franchise Tax Bd. of Cal.*, 528 U.S. 458, 463 (2000). Moreover, California courts regularly cite unpublished decisions. *See, e.g.*, *Cynthia D. v. Superior Ct.*, 851 P.2d 1307, 1314 & n.9 (Cal. 1993) ("adapt[ing]" the "analysis" from an

unpublished opinion); *Save Lafayette Trees v. City of Lafayette*, 243 Cal. Rptr. 3d 636, 646 & n.11 (Cal. Ct. App. 2019) ("adopt[ing]" the reasoning of an unpublished opinion "as our own"). Given the superior court's comprehensive (if flawed) analysis and the court of appeal's full affirmance, the decision below is likely to carry weight among state courts in Silicon Valley for the recurring fact pattern at issue here—as *amici* also anticipate.

As to its summary character, this Court has repeatedly granted certiorari to review the summary orders of intermediate state and federal appellate courts. *See, e.g.*, *Shapiro v. McManus*, 577 U.S. 39, 42 (2015); *CIGNA Corp. v. Amara*, 563 U.S. 421, 435 (2011); *Hobbie v. Unemployment Appeals Comm'n of Fla.*, 480 U.S. 136, 139 (1987); *Palmore v. Sidoti*, 466 U.S. 429, 431 (1984).

Finally, respondent asserts that there is no lower-court conflict over how the *Walden* principle applies to disputes over noncompete agreements. Opp. 17-19. But the primary justification for summary reversal here is not a conflict of authority over an unsettled legal question. It is that California courts have refused to honor the settled *Walden* principle in order to extend California's unique noncompete policy nationwide. In reality, courts across the country have applied *Walden* to disputes over noncompete agreements by refusing to attribute significance to the plaintiff's unilateral contacts with the forum State. *See, e.g.*, *Fastpath, Inc. v. Arbela Techs. Corp.*, 760 F.3d 816, 822-23 (8th Cir. 2014); *Sarafin v. Bridgestone HosePower, LLC*, 2024 WL 899982, at *3 (N.D. Tex. Mar. 1, 2024).

At any rate, the decision below *does* take sides in a longstanding circuit conflict over whether the forum-state effects of out-of-state, non-tortious conduct are relevant to the specific-jurisdiction analysis. Pet. 27-30. Respondent concedes the conflict, but argues that it is irrelevant because this is a "contract case." Opp. 24, 26. That makes no sense. Under the circuit precedents he cites, courts may not consider forum-state effects of out-of-state conduct *at all* in breach-of-contract actions; the jurisdictional question turns exclusively on the defendant's in-state activities. *See Picot v. Weston*, 780 F.3d 1206, 1212 (9th Cir. 2015); *Yahoo! Inc. v. La Ligue Contre Le Racisme Et L'Antisemitisme*, 433 F.3d 1199, 1206 (9th Cir. 2006) (en banc), cert. denied, 547 U.S. 1163 (2006); *Dudnikov v. Chalk & Vermilion Fine Arts, Inc.*, 514 F.3d 1063, 1071 (10th Cir. 2008) (Gorsuch, J.). Thus, even if this case should be deemed a "contract case"—although the complaint invokes California unfair-competition law, Pet. App. 55a—all that would mean is that the decision below conflicts with other appellate decisions for a second reason. Nothing would prevent this Court from holding that, regardless of how this case is classified, non-tortious conduct is irrelevant to the effects test, resolving the principal conflict.

Respondent also argues that this case does not implicate the circuit conflict because he pleaded "both intentional and wrongful conduct," *i.e.*, that petitioner "attempted to prevent him from telecommuting to California" through the supposed "*in terrorem* effect" of the noncompete agreement. Opp. 26-27 (quotation omitted). But that is not what the lower courts found to cause jurisdictionally relevant effects in California; rather, it was petitioner's decision to ask a Delaware

court to adjudicate the parties' legal rights, which respondent does not claim qualifies as wrongful or tortious conduct. Pet. App. 15a-16a. This case would therefore present a square opportunity to clarify the scope of the effects test.

CONCLUSION

The petition for a writ of certiorari should be granted, and this Court should summarily reverse the decision below or grant plenary review.

Respectfully submitted,

B. DYLAN PROCTOR
VALERIE LOZANO
WILLIAM R. SEARS
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
(213) 443-3112

SARA POLLOCK
QUINN EMANUEL URQUHART & SULLIVAN, LLP
555 Twin Dolphin Dr., 5th Fl.
Redwood Shores, CA 94065
(213) 443-3112

JOHN F. BASH
Counsel of Record
OWEN B. SMITHERMAN
JACOB M. BLISS
QUINN EMANUEL URQUHART & SULLIVAN, LLP
300 W. 6th St, Suite 2010
Austin, TX 78701
(737) 667-6101
johnbash@quinnemanuel.com

May 19, 2025

Counsel for Petitioner

APPENDIX

APPENDIX TABLE OF CONTENTS

Page

APPENDIX A: Defendant IQVIA Inc.'s Reply in Support of Motion to Quash Service of Amended Summons for Lack of Personal Jurisdiction, Superior Court of California for Alameda County (September 14, 2022)..... 1a

APPENDIX B: Defendant IQVIA Inc.'s Amended Motion to Quash Service of Amended Summons for Lack of Personal Jurisdiction, Superior Court of California for Alameda County (November 17, 2023)..... 6a

APPENDIX C: Defendant IQVIA Inc.'s Reply in Support of Amended Motion to Quash Service of Amended Summons for Lack of Personal Jurisdiction, Superior Court of California for Alameda County (January 10, 2024)..... 10a

APPENDIX D: Petition For Writ Of Mandate, Prohibition And/Or Other Appropriate Relief, Court of Appeal of California, First Appellate District (May 20, 2024)..... 16a

APPENDIX E: Reply in Support of Petition For Writ Of Mandate, Prohibition And/Or Other Appropriate Relief, Court of Appeal of California, First Appellate District (July 8, 2024)..... 23a

APPENDIX F: Petition For Review, Supreme Court of California (September 9, 2024)..... 26a

APPENDIX A

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF ALAMEDA

Case No. RG21111679

VEEVA SYSTEMS INC. AND PETER STARK,

Plaintiff,

vs.

IQVIA INC.,

Defendant.

DEFENDANT IQVIA INC.'S REPLY IN SUPPORT OF MOTION TO QUASH SERVICE OF AMENDED SUMMONS FOR LACK OF PERSONAL JURISDICTION

Action Filed: Sept. 2, 2021
Judge: Hon. Stephen Kaus
Department: 19
Hearing Date: September 21, 2022
Hearing Time: 3:00 p.m.
Reservation ID: A21111679-002

QUINN EMANUEL URQUHART & SULLIVAN LLP
Stephen A. Swedlow (*pro hac vice*)
stephenswedlow@quinnemanuel.com
191 N. Wacker Dr., Ste 2700
Chicago, IL 60606
Telephone: (312) 705-7400

B. Dylan Proctor (Bar No. 219354)
dylanproctor@quinnemanuel.com
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
Telephone: (213) 443-3112

Sara Pollock (Bar No. 281076)
sarapollock@quinnemanuel.com
555 Twin Dolphin Dr.,
5th Floor Redwood Shores, CA 94065
Telephone: (650) 801-5000

Gracie Chang (Bar No. 332035)
graciechang@quinnemanuel.com
50 California Street, 22nd Floor
San Francisco, CA 94111
Telephone: (415) 875-6600

Attorneys for Defendant IQVIA Inc.

* * *

Plaintiffs suggest that *Ford Motor Co. v. Montana Eighth District Court* (2021) 141 S.Ct. 1017 somehow "overrules" *Halyard*. (Opp. 13.) It does not. In *Ford*, the Court considered whether it should adopt a strict causation test to determine what actions by the defendant "relate to" a plaintiff's claim. The Court rejected such a test. (*Id.* at 1026.) Affirming the well-settled standard that the plaintiff's claims "must arise out of or relate to the defendant's contacts" with the forum (*id.* at 1025), the *Ford* Court found there was specific jurisdiction over the plaintiffs' products liability claims because Ford "by every means imaginable" urged the plaintiff customers ***in the litigation forums*** to buy and drive its cars, including by: (1) advertising in the forums; (2) selling the cars in the forums; and (3) "fostering ongoing connections" with the plaintiff-car owners in the forums, such as

by providing repair and maintenance services. (*Id.* at 1028.) Here, Plaintiffs point to no such actions by IQVIA, in California, that are related to Chalfant's claims to invalidate his employment contract. And Plaintiffs' suggestion that *Ford* somehow undermines the Court of Appeal's recent—and directly on point—holding in *Halyard* is unexplained.

Chalfant has filed claims challenging a contract that lacks any connection to California. There is no precedent for exercising personal jurisdiction over IQVIA, a foreign defendant, as to such claims. All relevant authorities show that personal jurisdiction does not exist.

2. Plaintiffs' Listing Of Miscellaneous California Contacts Is Not Probative Of Specific Jurisdiction

Chalfant's primary response is to discuss a variety of California connections that do not go to the question of personal jurisdiction.

First, it is not relevant that Veeva is based in California or that "Veeva and Chalfant consider [Chalfant's] employment to be centered in California." (Opp. 12.) Veeva's claims are not at issue here, and Plaintiffs' contacts with the forum are immaterial to jurisdiction over IQVIA in any event. (*See e.g.*, *Balmuccino, LLC v. Starbucks Corp.* (Cal. App. Ct. Aug. 24, 2022) 2022 WL 3643062, at *2 ["[I]t is not the plaintiff's connections with the forum state that drive the inquiry. Our attention is directed to the defendant's contacts with California."].)

On this point, *Walden v. Fiore*, *supra,* 571 U.S. 277 is instructive. Nevada residents sued a nonresident defendant in Nevada for activity that occurred out of state, arguing that specific jurisdiction was proper

based on defendant's "knowledge of [plaintiffs'] strong forum connections." (*Id.* at 289.) The Supreme Court rejected jurisdiction, explaining that "[s]uch reasoning improperly attributes a plaintiff's forum connections to the defendant and makes those connections 'decisive' in the jurisdictional analysis." (*Id.*) "[T]he mere fact that [Defendant's] conduct affected plaintiffs with connections to the forum State does not suffice to authorize jurisdiction." (*Id*. at 291.)

So too here. Plaintiffs' actions, including Chalfant's decision to work for a California-based employer, are not pertinent to the question of specific jurisdiction.

Second, it also is not relevant that IQVIA conducts business in California, has an office in California, hires employees in California, and so on. (Opp. 5.) "For specific jurisdiction, a defendant's general connections with the forum are not enough." (*Bristol-Myers*, *supra*, 137 S.Ct. at 1781.) The Supreme Court has rejected the "sliding scale approach" that California previously applied on this issue, which relaxed the requirement "of the requisite connection between the forum and the specific claims at issue . . . if the defendant has extensive forum contacts that are unrelated to those claims." (*Id.*) Under *Bristol-Myers*, a substantial connection between the forum and the defendant's conduct underlying the ***specific*** claims at issue must always exist—and "[w]hen there is no such connection, specific jurisdiction is lacking regardless of the extent of a defendant's unconnected activities in the State." (*Id.*) Following *Bristol-Myers,* California courts now scrutinize this necessary connection closely. (*See, e.g., Rivelli v. Hemm* (2021) 67 Cal.App.5th 380, 404 ["[W]e decide that the evidence that [defendant] directed activities at California in relation to the transaction does not establish the

required connection between the forum and the specific claims at issue."].)

Plaintiffs rely on *Application Group, Inc. v. Hunter Group, Inc.* (1998) 61 Cal.App.4th 881 for the purported relevance of their allegations about IQVIA's activities in California (Opp. 11-12), but *Hunter* addressed choice of law, not personal jurisdiction. Those are two very different issues. (*See e.g.*, *Keeton v. Hustler Magazine, Inc.* (1984) 465 U.S. 770, 778 [choice of law concerns have "nothing" to do with the jurisdictional analysis]; *Halyard Health, Inc., supra,* 43 Cal.App.5th at 1072 ["Whether enforceability is governed by California law has nothing to do with whether enforceability may be determined by a California court."].)

* * *

APPENDIX B

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF ALAMEDA

Case No. RG21111679

VEEVA SYSTEMS INC. AND PETER STARK,

Plaintiff,

vs.

IQVIA INC.,

Defendant.

DEFENDANT IQVIA INC.'S AMENDED NOTICE OF MOTION AND AMENDED MOTION TO QUASH SERVICE OF AMENDED SUMMONS FOR LACK OF PERSONAL JURISDICTION; MEMORANDUM OF POINTS AND AUTHORITIES

Action Filed: Sept. 2, 2021
Judge: Hon. Stephen Kaus
Department: 19
Hearing Date: January 31, 2024
Hearing Time: 3:00 PM
Reservation ID: 916687546281

QUINN EMANUEL URQUHART & SULLIVAN LLP

B. Dylan Proctor (Bar No. 219354)
dylanproctor@quinnemanuel.com
Valerie Lozano (Bar No. 260020)
valerielozano@quinnemanuel.com

William R. Sears (Bar No. 330888)
willsears@quinnemanuel.com
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
Telephone: (213) 443-3112
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
Telephone: (213) 443-3112

Sara Pollock (Bar No. 281076)
sarapollock@quinnemanuel.com
555 Twin Dolphin Dr., 5th Floor
Redwood Shores, CA 94065
Telephone: (650) 801-5000

Gracie Chang (Bar No. 332035)
graciechang@quinnemanuel.com
50 California Street, 22nd Floor San Francisco, CA 94111
Telephone: (415) 875-6600

Attorneys for Defendant IQVIA Inc.

* * *

Nor can Chalfant show that he suffered any injury in California. The FASC contains only one allegation regarding Chalfant's alleged injury, and it is wholly conclusory. (FASC ¶ 111 ["Plaintiffs have suffered injury in fact as a result of IQVIA's unfair competition."].) If Chalfant suffered any injury at all, that occurred in New Jersey. In its prior ruling, this Court questioned whether this case is more "like *Walden* where the fact that an action in another state will affect a forum state resident was not enough[,] or like *Ford Motor Co.*, where specific jurisdiction was appropriate because Ford's activities in the for[u]m state [were] sufficiently related to the accident

despite the lack of a causal factual link." (Nov. 21, 2022 Order at 12.) Yet in both of those cases, the plaintiffs lived in—and were allegedly injured in—the forum state. (*Ford Motor*, 141 S.Ct. at 1032; *Walden*, 571 U.S. at 289–90.) Neither is true as to Chalfant, who never lived in California and was not even allegedly injured here. (Sears Decl. Ex. 1 at 2–3.) This case is thus most akin to *Bristol-Myers*, where the Supreme Court held that specific jurisdiction did not exist when non-California residents tried to sue a non-California defendant in California. (582 U.S. at 264–65.)

Chalfant previously argued that his employment at ***Veeva***, after he left IQVIA, was "centered" in California (Pls. Sept. 8, 2022 Opp'n at 12), but that is both irrelevant and untrue. Chalfant's subsequent employment at Veeva is not relevant forum conduct attributable to IQVIA. As the Supreme Court has emphasized, courts must not "allow[] a plaintiff's contacts with the defendant and forum to drive the jurisdictional analysis." (*Walden*, 571 U.S. at 289.) "The proper question is not where the plaintiff experienced a particular injury or effect but whether the defendant's conduct connects him to the forum in a meaningful way." (*Id.* at 290.) Chalfant asks the Court to do what *Walden* forbids: "improperly attribute[] a plaintiff's forum connections to the defendant and make[] those connections decisive in the jurisdictional analysis." (*Id.* at 289.) And Chalfant asks the Court to do so based on the California connections ***of his co-plaintiff***, Veeva, because Chalfant himself does not have material California connections. No authority permits this.

To the contrary, controlling authority confirms that Chalfant cannot establish jurisdiction. In *Halyard*

Health, for example, the Court of Appeal held that the courts of California lacked jurisdiction over claims by an out-of-state plaintiff seeking to use California law to avoid an indemnity obligation. (43 Cal.App.5th at 1065–66, 1076–77.)

* * *

APPENDIX C

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF ALAMEDA

Case No. RG21111679

VEEVA SYSTEMS INC. AND PETER STARK,

Plaintiff,

vs.

IQVIA INC.,

Defendant.

DEFENDANT IQVIA INC.'S REPLY IN SUPPORT OF AMENDED MOTION TO QUASH SERVICE OF AMENDED SUMMONS FOR LACK OF PERSONAL JURISDICTION

[Filed concurrently with Declarations of William R. Sears and Harvey Ashman]

Action Filed: Sept. 2, 2021
Judge: Hon. Stephen Kaus
Department: 19
Hearing Date: February 21, 2024
Hearing Time: 3:00 PM
Reservation ID: 916687546281

Public
Redacts material from conditionally sealed record

QUINN EMANUEL URQUHART
& SULLIVAN LLP

B. Dylan Proctor (Bar No. 219354)
dylanproctor@quinnemanuel.com
Valerie Lozano (Bar No. 260020)
valerielozano@quinnemanuel.com
William R. Sears (Bar No. 330888)
willsears@quinnemanuel.com
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
Telephone: (213) 443-3112
865 S. Figueroa St., 10th Fl.
Los Angeles, CA 90017
Telephone: (213) 443-3112

Sara Pollock (Bar No. 281076)
sarapollock@quinnemanuel.com
555 Twin Dolphin Dr., 5th Floor
Redwood Shores, CA 94065
Telephone: (650) 801-5000

Gracie Chang (Bar No. 332035)
graciechang@quinnemanuel.com
50 California Street, 22nd Floor San
Francisco, CA 94111
Telephone: (415) 875-6600

Attorneys for Defendant IQVIA Inc.

* * *

Second, Chalfant tries to piggyback off the alleged California ties of others: either his co-Plaintiffs, Veeva and Stark, or other, unnamed IQVIA employees in California. This, however, overlooks the many controlling authorities holding that each plaintiff must establish personal jurisdiction individually, based on the connection between ***his*** claims and the

forum—not by reference to another party's claims or connections. Plaintiffs cite no contrary authority. The only case they cite in their discussion of specific jurisdiction (Opp. 19) is *Application Group v. Hunter*, which, as this Court has rightly noted, "is not a jurisdiction case" at all. (Mar. 17, 2022 Order at 9.)

Finally, although the above points are dispositive, Chalfant also concedes, by failing to address, IQVIA's argument that the exercise of jurisdiction as to Chalfant's claims would be so unreasonable as to violate Due Process. This Court should not force an out-of-state employer to litigate claims brought by an out-of-state former employee in California. No authority supports doing so.

Chalfant's late-game shift back to general jurisdiction and casting-about for California contacts he can borrow from others are tacit acknowledgments that, even after a year of jurisdictional discovery, he cannot carry his burden to justify the Court's exercise of specific jurisdiction as to his claims. The Court should grant IQVIA's motion to quash.

II. CHALFANT'S ALLEGATIONS DO NOT ESTABLISH JURISDICTION

Chalfant bears the burden of "demonstrating, by a preponderance of the evidence, facts justifying the exercise of jurisdiction." (*Roman v. Liberty Univ.* (2008) 162 Cal.App.4th 670, 677.) Notwithstanding this clear burden, Plaintiffs' Opposition fails to address the most jurisdictionally significant facts: those related to his employment with IQVIA, which gave rise to his claims. There is no dispute that Chalfant's employment with IQVIA was based in New Jersey, where he executed and performed his IQVIA agreements. (First Am. & Supp. Compl.

("FASC") ¶¶ 5–6, 17; Nov. 17, 2023 Declaration of Harvey Ashman ("Ashman Decl.") ¶¶ 2, 10–11.) Chalfant notes that he traveled to California on behalf of IQVIA from time to time (Chalfant Decl. ¶ 11), but does not claim that his IQVIA employment was "based," in any sense of that word, in California.

Plaintiffs also fail to address the salient facts relating to Chalfant's subsequent employment by Veeva. After he left for Veeva, Chalfant did not move to California (he stayed in New Jersey),

* * *

This Court previously recognized that allowing Chalfant to ride the jurisdictional coattails of his co-plaintiffs cannot be squared with constitutional requirements. (June 3, 2022 Order at 1 ["[I]t would not seem Constitutional to deprive IQVIA of an opportunity to challenge jurisdiction on [Chalfant's] added claims."].) Legions of authorities confirm that the Court's instincts were correct. (*E.g.*, *Bristol-Myers*, 582 U.S. at 265; *Fischer v. FedEx* (3d Cir. 2022) 42 F.4th 366, 372 ["[E]ven if a state court might have personal jurisdiction over similar claims, other potential plaintiffs must still demonstrate personal jurisdiction over the defendant with respect to their own claims."]; *Rush v. Savchuk* (1980) 444 U.S. 320, 331–32 [it is "plainly unconstitutional" to group parties together and "aggregat[e] their forum contacts" to establish jurisdiction]; *Rivelli v. Hemm* (2021) 67 Cal.App.5th 380, 396.) Chalfant ignores these cases, and offers no others in rebuttal.

Chalfant's attempt to analogize himself to Stark also fails factually. As to Stark's claims, the Court found that IQVIA had waived the issue of personal jurisdiction. (Mar. 8, 2022 Order at 4.) No such

waiver occurred with respect to Chalfant. Jurisdictional discovery has also created a clear record that Chalfant ***lacks*** relevant California contacts, which did not exist for Stark. (*E.g.* Mar. 17, 2022 Order at 9–10.) And while Chalfant notes that IQVIA has now filed claims against him in Delaware (Opp. 18), he fails to note that IQVIA's claims there are materially different than those it brought against Stark, because IQVIA seeks only declaratory relief and damages, ***not*** specific enforcement of Chalfant's non-compete agreement. (*See* Dkt. 50, C.A. No. 2022-1194-JTL (Del. Ch. Mar. 20, 2023.)) In any case, Chalfant cannot base his jurisdictional position on a theory of "me too." That is exactly what the law prohibits by requiring that each plaintiff substantiate his or her jurisdictional claims independently. (*E.g. Bristol-Myers*, 582 U.S. at 265.)

2. Chalfant Fails To Establish The Required Strong Relationship Between IQVIA's Conduct, His Specific Claims, And This Forum

Aside from urging this Court to just re-issue the same ruling as to Stark without analysis, Chalfant offers less than one page of argument to support his substantive jurisdictional position. (Opp. 19.) He makes three points, all of which fail.

First, Chalfant points to what he calls "IQVIA's in-state conduct"—namely, IQVIA's alleged practice of "requir[ing] its California employees to sign the same NCA/NDAs as Chalfant." (Opp. 19.) IQVIA has no such practice because it exempts its California employees from any non-compete obligations. (*See* Ashman Decl. ¶¶ 5–8, Ex. A.) But even such a practice existed, it would not support jurisdiction ***over Chalfant's claims***. Chalfant has never lived in California, worked in California, paid income taxes in

California, etc., so IQVIA's alleged practices as to California employees do not support his attempt to sue here. Even if IQVIA had the exact same agreements with its employees in California as it does with Chalfant (it does not), it would not follow that a New Jersey employee can sue his New Jersey employer in California. (*See Bristol-Myers*, 582 U.S. at 265; *Brue v. Shabaab* (2020) 54 Cal.App.5th 578, 591 ["[W]hen no relationship exists between the defendant's contacts with the forum state and the specific claims at issue, the court may not exercise jurisdiction regardless of the extent of the defendants unconnected activities in the state."])

Second, Chalfant invokes his theory that IQVIA systematically drains the California talent pool by moving employees to other states where it locks them up with non-competes. As discussed, the facts say just the opposite: IQVIA ***contributes*** to the California talent pool by helping more employees move into California than out of it. (*See* Mot. 7–8; *supra* at 7–9.) In any event, Chalfant's talent-drain theory would not establish specific jurisdiction ***as to his claims*** even if it were factually supported. IQVIA and Chalfant executed and performed their agreement in New Jersey. (Chalfant Decl. ¶¶ 13–24.) IQVIA's recruitment of ***other*** employees in California has no relation to IQVIA's conduct toward Chalfant. Plaintiffs' inaccurate claims about IQVIA's recruitment of other employees do not show any relationship—much less the requisite "strong relationship'—between IQVIA's conduct in California and Chalfant's specific claims. (*Ford Motor Co. v. Mont. Eighth Judicial Dist. Ct.* (2021) 141 S.Ct. 1017, 1028.)

* * *

APPENDIX D

IN THE COURT OF APPEAL OF THE
STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT
DIVISION ____

_____

A___

_____

IQVIA INC.,

Petitioner,

v.

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA,

Respondent,

STEVEN CHALFANT,

Real Party in Interest.

_____

PETITION FROM THE SUPERIOR COURT OF
ALAMEDA COUNTY, DEPARTMENT 19
HON. STEPHEN KAUS
PHONE NO. (510) 891-6045
NO. RG21111679 C/W RG17868081

_____

PETITION FOR WRIT OF MANDATE,
PROHIBITION AND/OR
OTHER APPROPRIATE RELIEF

_____

B. DYLAN PROCTOR, ESQ. (219354)*
VALERIE LOZANO, ESQ. (260020)
WILLIAM R. SEARS, ESQ. (330888)

QUINN EMANUEL URQUHART & SULLIVAN LLP
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017
(213) 443-3112 Telephone
dylanproctor@quinnemanuel.com
valerielozano@quinnemanuel.com
willsears@quinnemanuel.com

SARA POLLOCK, ESQ.
555 Twin Dolphin Drive, 5th Floor
Redwood Shores, California 94065
(213) 443-3112 Telephone
sarapollock@quinnemanuel.com

Attorneys for Petitioner IQVIA Inc.

* * *

1. The Superior Court Improperly Attributed The California Connections Of Veeva And Chalfant To IQVIA

Following the Supreme Court's holding in *Walden*, the connection justifying specific jurisdiction over a defendant "must arise out of contacts that the defendant *himself* creates with the forum state, not contacts between the forum state and the plaintiff or a third party." (*Zehia v. Super. Ct.* (2020) 45 Cal.App.5th 543, 554 [emphasis in original] [quoting *Walden*, *supra*, 571 U.S. at 284]; *Preciado*, *supra*, 87 Cal.App.5th at 977 ["contacts [justifying specific jurisdiction] must be the defendant's own choice" and "must show that the defendant deliberately 'reached out beyond' its home"]; *Rivelli*, *supra*, 67 Cal. App.5th at 392 [contacts must "proximately result from actions by the defendant *himself* that create a substantial connection with the forum State." [emphasis

in original].) This rule exists because "[d]ue process limits on the State's adjudicative authority principally protect the liberty of the nonresident defendant—not the convenience of plaintiffs or third parties." (*Walden*, *supra*, 571 U.S. at 284.)

The Superior Court paid lip service to this requirement, but then abandoned it by focusing on Veeva's ties to California, and Chalfant's ties to Veeva, to establish jurisdiction. The Superior Court relied extensively on Chalfant's decision to go and work for Veeva (3-Ex. 60 at 1493), going so far as to state that the "principal occurrence" for specific jurisdiction was "Chalfant's employment with California-based Veeva." (3-Ex. 60 at 1496.)

This is error. "For specific jurisdiction to exist, [IQVIA's] 'suit-related conduct' must have created a 'substantial connection' with California *apart* from [Chalfant's] connections there." (*David L. v. Super. Ct.* (2018) 29 Cal.App.5th 359, 374 [emphasis in original] [quoting *Walden*, *supra*, 571 U.S. at 284].) Chalfant's decision to work for Veeva is not "suit-related conduct" ***by IQVIA***. The Superior Court itself aptly described the problem in an earlier hearing, saying that "[h]ere, all [IQVIA] did was sign a non-compete contract . . . [A]nd then Mr. Chalfant decided to work in California and, perhaps, it's not enforceable in California. But IQVIA didn't do anything specifically towards California related to that whole transaction. . . . IQVIA, it's their contacts with California that decide if there's jurisdiction over them." (2 Ex. 28 at 698:19-699:12.)

But in its final Order, the Superior Court lost sight of this rule and erroneously focused on a set of irrelevant non-IQVIA California connections, including: "Chalfant's employment with Veeva, a California

company" (3-Ex. 60 at 1493), Chalfant and Veeva's joint decision to "disregard[]" his CRCA obligations so he could work at Veeva (*id.* at 1494), Chalfant's desire to litigate the controversy over that decision in California (*ibid.*), Chalfant's statement that he is "presently being recruited by a [different] California employer" (*ibid.*) and the effect Chalfant's CRCA might have on that unnamed California company. (*Ibid.*) None of this is pertinent. The "mere fact that [IQVIA's] conduct affected plaintiffs with connections to [California] does not suffice to authorize jurisdiction." (*Walden*, *supra*, 571 U.S. at 291.)

* * *

IQVIA's Delaware Action Does Not Create Jurisdiction*:** It should be self-evident that Chalfant's claims in California do not "arise out of or relate to" an action IQVIA filed in Delaware eight months ***after Chalfant asserted his claims in California. "A claim cannot be said to arise out of contacts that did not exist until after the claim arose." (*Xmission, L.C. v. Fluent LLC* (10th Cir. 2020) 955, F.3d 833, 849; *see also Farmers Ins. Exchange, supra*, 907 F.2d at 913 ["Only contacts occurring prior to the event causing the litigation may be considered."]; *Matlin v. Spin Master Corp.* (7th Cir. 2019) 921 F.3d 701, 707 [declining to "allow plaintiffs to base jurisdiction on a contact that did not exist at the time they filed suit."].) Allowing plaintiffs to establish specific jurisdiction retroactively, using later-arising contacts, would violate the Due Process requirement that defendants receive "fair warning," in advance, of what activities will subject them to a state's jurisdiction. (*Ford Motor*, *supra*, 592 U.S. at 360.)

In any case, suing a New Jersey resident in Delaware—the forum selected in Chalfant's Award Agreements—is not a California contact in the first place. IQVIA's claims against Chalfant in Delaware are, like Chalfant's claims here, between two non-California residents relating to their non-California employment relationship. And Chalfant's employment relationship with Veeva—which the Superior Court found IQVIA "injected itself into" by filing the Delaware Action—ended months before the Delaware Action commenced. (3-Ex. 60 at 1495.)

Chalfant cannot leverage his short-term and unilaterally created connections with Veeva to transform a lawsuit against him in Delaware, the agreed forum, into a California contact. In *Walden*, the Supreme Court held that "Petitioner's actions in Georgia did not create sufficient contacts with Nevada simply because he allegedly directed his conduct at plaintiffs whom he knew had Nevada connections." (*Walden*, *supra*, 571 U.S. at 289.) So too here: IQVIA's action against Chalfant in Delaware does not create sufficient contacts with California simply because IQVIA knew that Chalfant had worked, from New Jersey, for a California-based employer for a period of time after leaving IQVIA.

Once again, *Halyard Health* is directly on point—that case ***also*** involved dueling declaratory judgment actions in Delaware and California. There, the plaintiff sued in California seeking a declaration that California law prohibited it from indemnifying the defendant, and the next day the defendant "filed a mirror-image complaint in Delaware" seeking a declaration that the parties' agreement obligated plaintiff to provide that same indemnity. (*Halyard Health*, *supra*, 43 Cal.App.5th at 1067.) This Court found

jurisdiction lacking because the dispute concerned the enforceability of an out-of-state agreement between out-of-state parties, even though there were California connections incidental to that dispute. And so too here: IQVIA's decision to sue Chalfant in Delaware does not create a "substantial connection" between IQVIA and California, simply because it might incidentally affect Veeva as a result of Chalfant's decision to work for Veeva against IQVIA.

***Chalfant's Occasional Travel To California Does Not Create Jurisdiction*:** Chalfant's travel to California on IQVIA's behalf also falls well short of establishing a "substantial connection" between IQVIA, Chalfant's claims, and this forum. The Superior Court did not identify any connection between Chalfant's periodic travel to California on IQVIA's behalf and his current claims. There is none. Chalfant is not suing over an injury he suffered while conducting business for IQVIA in California. He is suing to invalidate the contractual promises he made in New Jersey, to his New Jersey-based employer. That his employer asked him to travel to various states including California from time to time has no bearing on his claims. This travel thus does not provide the substantial connection between this forum and his claims that is required for jurisdiction.

Authorities reject this type of evidence as insufficient. In *Picot v. Weston*, for example, the Ninth Circuit rejected the plaintiff's argument that his agreement "created a substantial connection between [the defendant] and California because [plaintiff] . . . fulfilled his obligations under the agreement by seeking out investors and buyers in California." (*Picot v. Weston* (9th Cir. 2015) 780 F.3d 1206, 1213-1214;

see Casey v. Hill (2022) 79 Cal.App.5th 937, 964-965 [adopting *Picot*'s specific jurisdiction analysis].)

* * *

APPENDIX E

IN THE COURT OF APPEAL OF THE
STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT
DIVISION THREE

———

A170480

———

IQVIA INC.,

Petitioner,

v.

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA,

Respondent,

STEVEN CHALFANT,

Real Party in Interest.

———

PETITION FROM THE SUPERIOR COURT OF
ALAMEDA COUNTY, DEPARTMENT 19
HON. STEPHEN KAUS
PHONE NO. (510) 891-6045
NO. RG21111679 C/W RG17868081

———

REPLY IN SUPPORT OF PETITION FOR WRIT OF
MANDATE, PROHIBITION AND/OR
OTHER APPROPRIATE RELIEF

———

B. DYLAN PROCTOR, ESQ. (219354)*
VALERIE LOZANO, ESQ. (260020)
WILLIAM R. SEARS, ESQ. (330888)

QUINN EMANUEL URQUHART
& SULLIVAN LLP
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017
(213) 443-3112 Telephone
dylanproctor@quinnemanuel.com
valerielozano@quinnemanuel.com
willsears@quinnemanuel.com

SARA POLLOCK, ESQ. (281076)
QUINN EMANUEL URQUHART
& SULLIVAN LLP
555 Twin Dolphin Drive, 5th Floor
Redwood Shores, California 94065
(213) 443-3112 Telephone
sarapollock@quinnemanuel.com

Attorneys for Petitioner IQVIA Inc.

* * *

If that burden is met, then IQVIA still may demonstrate that "the exertion of personal jurisdiction would not comport with fair play and substantial justice." (*Jacqueline B., supra,* 68 Cal.App.5th at 253 [emphasis deleted].) IQVIA has never disputed that it does business in California, and the first prong thus is not at issue.

Chalfant's problem is the second prong: as shown below in Section A, his challenge to his New Jersey employment agreement does not arise out of or relate to anything IQVIA did in California. "[W]hen no relationship exists between the defendant's contacts with the forum state and the specific claims at issue, the court may not exercise specific jurisdiction 'regardless of the extent of the defendant's unconnected activities in the State.'" (*Brue v.*

Shabaab (2020) 54 Cal.App.5th 578, 592 [quoting *Bristol-Myers, supra,* 582 U.S. at 264].) At bottom, Chalfant has asked the courts of this state to ignore what IQVIA did and focus on his own choices: his employment agreement supposedly relates to California because *he* subsequently went to work for a company based here. (Pet. 33-39.) The Superior Court erred by accepting this invitation to reframe the specific jurisdiction analysis around Chalfant's unilateral decisions and choices.

Nothing in Chalfant's Opposition can fix the fundamental defects in the Superior Court's reasoning, so Chalfant tries inventing new bases for jurisdiction. (Opp. 23-25.)

* * *

APPENDIX F

IN THE SUPREME COURT OF
THE STATE OF CALIFORNIA

———

S____

———

IQVIA INC.,

Petitioner,

v.

THE SUPERIOR COURT OF ALAMEDA COUNTY,

Respondent,

STEVEN CHALFANT,

Real Party in Interest.

———

CALIFORNIA COURT OF APPEAL
FIRST APPELLATE DISTRICT
NO. A170480

———

SUPERIOR COURT OF ALAMEDA
HON. STEPHEN KAUS
NO. RG21111679 C/W RG17868081

———

PETITION FOR REVIEW

———

SARA POLLOCK, ESQ. (281076)
QUINN EMANUEL URQUHART
& SULLIVAN LLP
555 Twin Dolphin Drive, 5th Floor
Redwood Shores, California 94065
(213) 443-3112 Telephone
sarapollock@quinnemanuel.com

B. DYLAN PROCTOR, ESQ. (219354)*
VALERIE LOZANO, ESQ. (260020)
WILLIAM R. SEARS, ESQ. (330888)
QUINN EMANUEL URQUHART
& SULLIVAN LLP
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017
(213) 443-3112 Telephone
dylanproctor@quinnemanuel.com
valerielozano@quinnemanuel.com
willsears@quinnemanuel.com
Attorneys for Petitioner IQVIA Inc.

* * *

STATEMENT OF THE CASE

A. IQVIA

IQVIA is a global provider of advanced analytics, technology solutions, market research data, and clinical research services to the life sciences industry in the United States and globally. (1-Exhibit 19 ("Ex.") at p. 379 ¶ 6.) It is a Delaware corporation (*ibid*.) with its headquarters in New Jersey. (2-Ex. 34 at 824 ¶ 2.) IQVIA does business in California (and many other states and countries), but its largest offices are elsewhere. (*Ibid.*)

To provide its services to clients, IQVIA utilizes and owns the rights to one of the most comprehensive collections of healthcare information in the world. (2-Ex. 34 at 828 ¶ 3.) Securing and protecting that data is of paramount importance to IQVIA and its clients. (*Ibid.*) Given the sensitive nature of IQVIA's business, IQVIA's executives are commonly exposed to confidential information and data belonging to IQVIA and its clients. (*Id.* at 828 ¶ 4.) In addition, some of IQVIA's senior employees are asked to

develop relationships and goodwill on IQVIA's behalf. (*Ibid.*)

Accordingly, to safeguard IQVIA's confidential information and goodwill, IQVIA asks its key senior personnel to agree not to engage in certain types of competitive activities against IQVIA immediately after leaving to join a competitor. (2-Ex. 34 at 828 ¶ 4.) Both New Jersey and Delaware, where IQVIA is based and incorporated, permit such provisions.[2]

* * *

But Chalfant's decision to leave IQVIA for Veeva is an action that *Chalfant* took, *not IQVIA*. In focusing on Chalfant's connections to Veeva, the Superior Court thus departed from the rule that "it is the *defendant's* conduct that must form the necessary connection with the forum State that is the basis for its jurisdiction over him." (*Walden v. Fiore*, *supra*, 571 U.S. 277, 285 [emphasis added].) And by summarily denying IQVIA's writ petition, the Court of Appeal has deviated from other California courts which have followed the U.S. Supreme Court's directives.

The rulings below diverged from prior precedents in another significant way. As the Superior Court noted, Chalfant must demonstrate a connection for his own claims and may not "piggy-back" on the California connections of his co-plaintiff Veeva.

---

[2] (*See, e.g.*, *Maw v. Advanced Clinical Communications, Inc.* (2004) 846 A.2d 604, 609 ["[A] noncompete agreement is enforceable if it simply protects the legitimate interests of the employer, imposes no undue hardship on the employee and is not injurious to the public."]; *Lyons Insurance Agency, Inc. v. Wilson* (Del. Ch., Sept. 28, 2018) 2018 WL 4677606, at *5 (a covenant not to compete is enforceable if it is "(1) [] reasonable in geographic scope and temporal duration, (2) advance[s] a

(3-Ex. 60 at 1492; *see Bristol-Myers*, *supra*, 582 U.S. at 264-265.) Notwithstanding this rule, however, the Superior Court based its decision on Veeva's California connections and Chalfant's connection to Veeva. (3-Ex. 60 at, e.g., 1494 ["While IQVIA is correct that Chalfant remained a resident of New Jersey and largely worked from there, there is no doubt that Veeva is a California based corporation. Chalfant was able to work for Veeva only because both parties disregarded IQVIA's asserted contractual assertions. This is the controversy [Chalfant] seeks to litigate here, and it is clearly connected with California."].)

This represents another departure from what previously was settled personal jurisdiction law. Chalfant is a longtime New Jersey resident asserting claims to invalidate a non-compete agreement (with a Delaware choice of law provision) he signed while working for IQVIA in New Jersey. No prior precedent creates jurisdiction over such claims in a forum where neither party resides. Basing specific jurisdiction on the relationship between Chalfant's *new* employer and California contradicts the many prior decisions holding that specific jurisdiction turns on the nexus between the *defendant's* connections to the forum and the plaintiff's claims. (*See, e.g.*, *T.A.W. Performance*, *supra*, 53 Cal.App.5th at 642; *Rivelli, supra,* 67 Cal.App.5th at 406.)

The Superior Court also failed to grapple with closely on-point authorities such as *Halyard Health*. (3-Ex. 60 at 1494-1496.) As in *Halyard Health*, this case concerns a contract between two out-of-state parties—IQVIA and Chalfant. Like the plaintiff in *Halyard Health*, Chalfant seeks to use California law and public policy to avoid his contractual obligations notwithstanding the agreement's non-California

choice-of-law provision. And as in *Halyard Health*, that is not enough to "establish the requisite connection between this forum and the specific claims at issue in this suit." (*Halyard Health*, *supra*, 43 Cal.App.5th at 1073.) The defendant's forum-related contacts were far stronger in *Halyard Health* than here, for the entry of a court judgment in California was a direct but-for cause of the parties' dispute there. The far weaker connections between IQVIA's forum-related conduct and Chalfant's claims here cannot give rise to personal jurisdiction over IQVIA under this state's prior precedents.

The Superior Court ignored all this—apparently based on its mistaken view that the U.S. Supreme Court's decision in *Ford Motor* had called the Court of Appeal's precedents into question. (3-Ex. 60 at 1492 1493.) *Ford Motor* did not do so—its reasoning is fully consistent with *Halyard Health*—but the Superior Court's evident belief that the law in this area is in flux confirms the need for this Court's review. That is particularly true given that this Court has not thoroughly addressed the issue of personal jurisdiction since the Supreme Court's decisions in *Ford Motor* and *Bristol-Myers*—pivotal authorities which, as this case demonstrates, the lower courts have struggled to apply.

Aside from improperly relying on *Chalfant's* contacts with Veeva and *Veeva's* contacts with California, the Superior Court identified only two connections between IQVIA and California: (1) IQVIA sued Chalfant in Delaware under related agreements; and (2) IQVIA sent Chalfant to California for work from time to time. These activities cannot form the requisite jurisdictional nexus. IQVIA commenced proceedings in Delaware only *after* Chalfant filed

claims here, making it *impossible* for Chalfant's earlier-filed claims to arise out of or relate to this conduct. (*See, e.g., Farmers Ins. Exchange v. Portage La Prairie Mut. Ins. Co.* (9th Cir. 1990) 907 F.2d 911, 913 ["Only contacts occurring prior to the event causing the litigation may be considered."].) And the miscellaneous business trips that Chalfant periodically took to California while in IQVIA's employ have no connection whatsoever to his claims seeking to invalidate the contractual obligations he undertook in New Jersey. There is no logical connection between Chalfant's occasional work trips to California and his claims, and certainly not a substantial one.

The Court should grant review to reestablish the uniformity of California's specific-jurisdiction case law, particularly in the important context of employee non-compete litigation.

B. Review is necessary to address important Constitutional questions that are likely to be litigated with greater frequency in coming years.

The exercise of personal jurisdiction is a Constitutional question of due process, and here the question of jurisdiction raises salient issues that are likely to recur with increasing frequency. This further militates in favor of review.

First, this case implicates the due process rights of non-resident employers who have a strong interest in being able to predict where they may be haled into a foreign state's courts.

* * *