IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CELIA LITMAN, DONALD LITMAN, BENJAMIN LITMAN, a minor, and ARTHUR LITMAN, a minor,	:	
Plaintiffs,	:	CIVIL ACTION
	:	No. 01-CV-3891
v.	:	
WALT DISNEY WORLD CO., and LEE MICHAEL SCHMIDT,	:	
Defendants.	:	

MEMORANDUM

BUCKWALTER, J. March 26, 2002

Plaintiffs Celia, Donald, Benjamin and Arthur Litman ("Plaintiffs") assert claims for negligence against Defendant Walt Disney World Co. ("WDW") and its employee Defendant Lee Michael Schmidt ("Schmidt"). Presently before the Court is WDW's Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(2), (3), (4) and (5). For the reasons stated below, WDW's Motion is GRANTED in part and DENIED in part. For want of jurisdiction and in the interests of justice, this case will be transferred to the Middle District of Florida.

I. FACTS

Defendant WDW is a Florida corporation with its principal place of business in Lake Buena Vista, Florida.[1] WDW's principal activities concern the ownership and operation of entertainment and resort facilities in Florida and California. Defendant Schmidt is an employee of WDW and a citizen and resident of Florida. Plaintiffs are residents of Pennsylvania. In their complaint, Plaintiffs allege, *inter alia*, that in October 2000, they traveled to Florida to visit Walt Disney World, a resort owned and operated by WDW ("the resort"). Thereafter, they allege, on October 22, 2000, WDW employee Schmidt negligently caused a car accident resulting in their personal injuries. The accident occurred on a roadway in or near either the resort or Epcot Center, a similar facility owned and operated by WDW.

WDW argues that this Court may not exercise jurisdiction over it in this matter because it has not engaged in contact with Pennsylvania sufficient to subject it to personal jurisdiction here.[2] To this end, WDW submits an affidavit from a corporate officer stating that, *inter alia*, WDW: is not and has never been incorporated under the laws of Pennsylvania, is not and has never been qualified to do business in Pennsylvania, and is not and has never been registered to do business as a foreign corporation in Pennsylvania; has no appointed agent for service of process in Pennsylvania; has never consented to suit or the exercise of jurisdiction over it in Pennsylvania; has no place of business or employees in Pennsylvania; pays no taxes in

1. WDW is improperly captioned in Plaintiffs' complaint as "Walt Disney World, Inc., its subsidiaries and affiliates." It is clear from Plaintiffs' allegations and WDW's representations that WDW, Schmidt's employer, is the entity against which Plaintiffs assert claims.

2. WDW also argues that this action should be dismissed due to improper venue, insufficiency of process, and insufficiency of service of process, all as a direct result of this Court's lack of personal jurisdiction over it.

Pennsylvania; owns no real property in Pennsylvania; and has no telephone listing, bank account or other assets in Pennsylvania.

In response, Plaintiffs assert, *inter alia*, that WDW is subject to jurisdiction in Pennsylvania due to WDW-related companies' contacts with this Commonwealth. Plaintiffs argue that the varied activities of a litany of WDW-related companies in Pennsylvania, such as advertising and promotional activities, as well as the operation of retail stores and media outlets, should be imputed to WDW for jurisdictional purposes. More specifically, Plaintiffs allege that the delivery of a promotional videotape and related materials to them by Walt Disney Parks and Resorts, LLC ("WDPR") (at the time known as Walt Disney Attractions, Inc.) should also be imputed to WDW for jurisdictional purposes. Plaintiffs contend that these contacts are sufficient to subject WDW to both specific and general personal jurisdiction.

II. LEGAL STANDARD

A federal district court may assert personal jurisdiction over a nonresident of the state in which the court sits to the extent authorized by the law of that state. Fed. R. Civ. P. 4(e). The Pennsylvania long-arm statute provides in relevant part that jurisdiction extends "to the fullest extent allowed under the Constitution of the United States and may be based on the most minimum contact with this Commonwealth allowed under the Constitution of the United States." 42 Pa. Cons. Stat. Ann. § 5322(b) (1981). Therefore, a district court's exercise of personal jurisdiction pursuant to this statute is valid so long as it is constitutional. See Pennzoil Prods. Co. v. Colelli & Assocs., 149 F.3d 197, 200 (3d Cir. 1998). The Due Process clause of the Fourteenth Amendment of the United States Constitution limits the reach of long-arm statutes so

that a court may not assert personal jurisdictional over a nonresident defendant who does not have "certain minimum contacts with [the forum] such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.'" International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945).

When ruling on a motion to dismiss for lack of personal jurisdiction, a court must accept the allegations in the complaint as true. See Dayhoff Inc. v. H.J. Heinz Co., 86 F.3d 1287, 1302 (3d Cir.), cert. denied, 519 U.S. 1028 (1996). Once a defendant challenges jurisdiction, the burden shifts to the plaintiff to establish with competent evidence that the court may exercise jurisdiction. Id. (citing North Penn Gas Co. v. Corning Natural Gas Corp., 897 F.2d 687, 689 (3d Cir.), cert. denied, 498 U.S. 847 (1990)). Once a motion is made, the "plaintiff must respond with actual proofs, not mere allegations." Time Share Vacation Club v. Atlantic Resorts, Ltd., 735 F.2d 61, 66-67 n.9 (3d Cir. 1984).

III. DISCUSSION

A. Specific Jurisdiction

A plaintiff may seek to establish one of two types of personal jurisdiction over a defendant. Specific jurisdiction is proper if a plaintiff's cause of action is related to or arises out of the defendant's contacts with the forum state or forum-related activities. See Helicopteros Nacionales de Colombia, S. A. v. Hall, 466 U.S. 408, 414 n.8 (1984); North Penn Gas, 897 F.2d at 690;Dollar Sav. Bank v. First Sec. Bank, N.A. , 746 F.2d 208, 211 (3d Cir. 1984). In that case, the minimum contacts necessary must be the result of the defendant's purposeful actions within or directed to the forum. Such minimum contacts are established when a defendant deliberately

engages in significant activities or creates continuing obligations such that he has purposefully "availed himself of the privilege of conducting business there." Burger King Corp. v. Rudzewicz, 471 U.S. 462, 475-76 (1985). Furthermore, the nature of these contacts must be such that the defendant should "reasonably anticipate being haled into court" in the forum state. World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980). In contrast, a defendant should not be subjected to jurisdiction "solely as a result of 'random,' 'fortuitous,' or 'attenuated' contacts...." Burger King, 471 U.S. at 475.

Courts in cases similar to the one at bar have held that where an alleged tortfeasor's negligence and the plaintiff's resulting injury occurred outside Pennsylvania, specific jurisdiction generally may not be exercised by courts sitting in Pennsylvania because the plaintiff's cause of action is not related to contact with the forum. See Inzillo v. Continental Plaza, No. 99-CV-0100, 2000 U.S. Dist. LEXIS 20103, at *5-*8 (M.D. Pa. Nov. 27, 2000) (no specific jurisdiction even when defendant engaged in limited advertising within the forum state); see also Feinzig v. Doyon Servs., No. 97-4638, 1998 U.S. Dist. LEXIS 5419, at *5 (E.D. Pa. Apr. 17, 1998). As discussed in detail infra, the undisputed facts indicate that WDW itself engaged in no activity within Pennsylvania. Therefore, sufficient minimum contacts do not exist between WDW and the forum that would give rise to specific jurisdiction.

Recognizing this point, Plaintiffs allege that conduct on the part of WDW-related companies in Pennsylvania, such as conducting general advertising and promotional activities and operating retail stores and media outlets, supports their claim for specific jurisdiction because these activities should be imputed to WDW. As discussed in detail infra, the undisputed facts indicate that WDW itself engaged in no activity within Pennsylvania. Furthermore, as also

discussed infra, there is no reason to impute these activities to WDW. However, even if the conduct of these companies *was* imputed to WDW, exercise of specific jurisdiction by this Court would remain improper on these facts because Plaintiffs' cause of action – based on a car accident in Florida – is not sufficiently related to, and did not arise from, these various contacts with Pennsylvania. In personal injury suits against WDW with facts substantially similar to this one, courts sitting in Pennsylvania have assumed that it is beyond dispute that specific jurisdiction does not exist, despite allegations that WDW or related companies conducted general advertising and promotional activities in Pennsylvania, as well as operated other businesses here. See Poteau v. Walt Disney World Co., No. 99-CV-843, 1999 U.S. Dist. LEXIS 12459, at *3 (E.D. Pa. Aug. 16, 1999); Schulman v. Walt Disney World Co., No. 91-CV-5259, 1992 U.S. Dist. LEXIS 2267, at *3 (E.D. Pa. Feb. 25, 1992). Because Plaintiffs' cause of action is not sufficiently related to these general contacts with Pennsylvania, the Court need not get to the question of whether these contacts meet the minimum contacts test.

One factual difference between cases such as Poteau and Schulman and the case at bar is that Plaintiffs specifically allege that a WDW-related company, WDPR, sent them a promotional videotape and related materials upon which they based their decision to visit the resort. Plaintiffs argue that their cause of action arose from or is related to this specific contact, which enables the court to exercise specific jurisdiction. However, even assuming *arguendo* that this is sufficiently the case,[3] this allegation does not alter the Court's conclusion that specific

3. The Court assumes *arguendo* that Plaintiffs' tort cause of action (based on a car accident in Florida) is sufficiently related to this specific contact with Pennsylvania (the mailing of the promotional videotape and related materials to Plaintiffs) such that it should undertake a minimum contacts analysis to determine if specific jurisdiction may be exercised. However, the Court need not decide this issue since, in any case, sufficient minimum contacts are not present for the Court to exercise specific jurisdiction.

jurisdiction may not be exercised over WDW. First, and most importantly, as discussed infra, the undisputed facts do not warrant imputation of WDPR's activity to WDW for jurisdictional purposes. Second, even if such conduct were imputed to WDW, it would not support specific jurisdiction because WDPR did not deliberately "reach out beyond one state and create continuing relationships and obligations with citizens of another state," thereby purposely availing itself of the privilege of conducting business in Pennsylvania. See Burger King, 471 U.S. at 473-76 (citations omitted). The undisputed facts show that WDPR sends these materials to interested individuals (presumably in many, if not all, states) only *upon request*. Plaintiffs do not contest the allegation that they themselves *requested* the promotional videotape and related materials. In short, WDPR did not reach out to Plaintiffs; they reached out to it. Just as importantly, no on-going relationships or obligations were created by WDPR in sending these materials. Therefore, even if WDPR's conduct was imputed to WDW, the sole act of sending the promotional videotape and related materials to Plaintiffs in response to their request would not establish the required minimum contacts required to exercise specific personal jurisdiction.

In the alternative, Plaintiffs urge the Court to follow a number of more creative approaches to find specific jurisdiction in this case. First, Plaintiffs urge the court to find specific jurisdiction under the Pennsylvania long arm statute's "tort out/harm in" provision, using the "stream of commerce" analysis applied by the Third Circuit in Pennzoil, supra.[4] However, such an analysis is appropriate only when the harm occurs *within* the forum state, as is usually the case in the products liability context. For example, in Pennzoil, an Ohio company sold a chemical

4. The "tort out/harm in" provision extends personal jurisdiction to any party "[c]ausing harm or tortious injury in this Commonwealth by an act or omission outside this Commonwealth." 42 Pa. Cons. Stat. Ann. § 5322(a)(4) (1981).

solvent used to clean oil wells to crude oil producers in Ohio. Pennzoil, 149 F.3d at 199. The crude oil producers then sold oil from those wells to a refinery in Pennsylvania owned by Pennzoil. Id. Pennzoil alleged that its refinery *in Pennsylvania* was damaged by oil that had been tainted by the chemical solvent. Id. The court found specific jurisdiction over the Ohio seller of the chemical solvent. Id. However, in the case at bar, it is clear that the harm befell Plaintiffs in *Florida*. The situs of an injury for purposes of a personal jurisdiction analysis is not altered by the fact that Plaintiffs subsequently traveled back to Pennsylvania and may suffer residual pain and suffering here. See Holben v. Cunningham, No. 95-0685, 1995 U.S. Dist. LEXIS 8472, at *9-*13 (E.D. Pa. June 21, 1995). Therefore, a "stream of commerce" approach is not applicable to this case.

Plaintiffs also seek specific jurisdiction under the theory that they formed a contract with WDW in Pennsylvania. That Plaintiffs contracted with a nonresident of the forum is not, by itself, sufficient to justify personal jurisdiction over the nonresident. See Burger King, 471 U.S. at 479. The requisite minimum contacts, however, may be supplied by the terms of the agreement, the place and character of prior negotiations, contemplated future consequences, or the course of dealing between the parties. Id. Plaintiffs assert that the mailing of the promotional videotape and related materials represented an offer on behalf of WDW in Pennsylvania, and that Plaintiffs accepted the offer, while still in Pennsylvania, by boarding a plane to Florida.

Plaintiffs' contract analysis fails on a number of levels. Again, such a theory completely depends on the imputation of WDPR's conduct to WDW for jurisdictional purposes, which, as discussed infra, is not warranted. Additionally, advertisements are generally not considered offers, unless they are accompanied by language of commitment or some invitation to

take action without further communication with the offeror. Restatement (Second) of Contract § 26 cmt. b. (1981). In light of that general rule, Plaintiffs have not made a showing that the promotional videotape and related materials sent by WDPR should be considered an offer in Pennsylvania. In fact, the enclosed letter to Plaintiffs specifically instructs them to call WDPR or a travel agent if they are interested, not simply to get on a plane.

As a result, Pennsylvania had little, if anything, to do with any contract Plaintiffs may have entered into with WDW. Florida, in contrast, had everything to do with it. The subject of any contract was a vacation at the resort in Florida; performance of the contract was to take place in Florida. As the court noted in Poteau, "if the advertisements had any effect, it was not to entice Plaintiffs to make a contract with WDW in Pennsylvania, but rather to make a contract with WDW in Florida," either on their own or through a third party. Poteau, 1999 U.S. Dist. LEXIS 12459, at *13. As such, in this case, the factors noted above – the terms of any agreement, the place and character of negotiations, contemplated future consequences, and the course of dealing between the parties – do not reflect the minimum contacts with Pennsylvania required to find specific jurisdiction under a contract theory.

It follows that the contract cases cited by Plaintiffs to support their contract theory are distinguishable. For example, in Mellon Bank PSFS, Nat'l Assn v. Farino, 960 F.2d 1217 (3d Cir. 1992), the defendants, residents of New York and Virginia, contracted with Mellon, a Pennsylvania bank, for financing for three Virginia partnerships in which they were limited partners. Id. at 1219-1220. After the partnerships defaulted on loans, Mellon brought suit against them. Id. The Third Circuit held that a court in Pennsylvania could exercise specific jurisdiction over the defendants. Id. at 1223. In doing so, the court focused on three key facts:

the defendants solicited a Pennsylvania bank for financing; the defendants negotiated and corresponded with that institution in Pennsylvania; and the relationship established through those contacts was an on-going business relationship. Id. The defendants had therefore deliberately "reach[ed] out beyond one state and create[d] continuing relationships and obligations with citizens of another state" such that minimum contacts were satisfied. Id. at 1222 (quoting Burger King, 471 U.S. at 473-4). In this case, however, even if the activities of WDPR were attributable to WDW (and they are not), it was *Plaintiffs* who solicited WDPR by requesting the promotional videotape and related materials; no contractual negotiations took place in Pennsylvania; and no on-going relationship between the parties was established through the delivery of the videotape in Pennsylvania or Plaintiffs' boarding a plane in Pennsylvania.[5]

For all the reasons set out above, Plaintiffs have not demonstrated the minimum contacts with Pennsylvania required to establish specific personal jurisdiction over WDW.

5. Similar cases in which courts exercised specific jurisdiction over out-of-state defendants cited by Plaintiffs are inapposite for substantially the same reasons. See, e.g., Grand Entertainment Group v. Star Media Sales, 988 F.2d 476 (3d Cir. 1993) (in breach of contract case, specific jurisdiction exercised due to defendant's multiple communications into the forum state while negotiating contract with plaintiff, and on-going business relationship in forum state contemplated); Guardi v. Desai, 151 F. Supp.2d 555 (E.D. Pa. 2001) (in negligence action, specific jurisdiction exercised due to defendant's multiple communications and on-going business relationship with plaintiff in forum state, as well as fact that harm was suffered in forum state).

B. General Jurisdiction

General jurisdiction is applicable when the claim arises from defendant's non-forum related activities. See Helicopteros, 466 U.S. at 414 n.9; North Penn Gas, 897 F.2d at 690 n.2; Dollar Sav. Bank, 746 F.2d at 211. This type of jurisdiction requires more than the minimum contacts required for specific jurisdiction. See Provident Nat'l Bank v. California Fed. Sav. & Loan Ass'n, 819 F.2d 434, 437 (3d Cir. 1987). General jurisdiction attaches only if the defendant has maintained "continuous and systematic" contacts with the forum state. Vetrotex Certainteed Corp. v. Consolidated Fiber Glass Prods. Co., 75 F.3d 147, 151 n.3 (3d Cir. 1996) (citing Helicopteros, 466 U.S. at 414 n.9 & 416). In deciding whether general personal jurisdiction is supported, courts traditionally look to whether the defendant has ever been licensed to do business, owned real property; maintained a place of business; employed an agent; maintained a mailing address; held a bank account; or paid taxes in the forum state. See Inzillo, 2000 U.S. Dist. LEXIS 20103, at *9-*10; Feinzig, 1998 U.S. Dist. LEXIS 5419, at *5.

The undisputed facts demonstrate that WDW itself has not engaged in any of the traditional factors that would support exercise of general jurisdiction. As noted supra, WDW submits affidavits from a corporate officer stating that, *inter alia*, WDW: is not and has never been incorporated under the laws of Pennsylvania, is not and has never been qualified to do business in Pennsylvania, and is not and has never been registered to do business as a foreign corporation in Pennsylvania; has no appointed agent for service of process in Pennsylvania; has never consented to suit or the exercise of jurisdiction over it in Pennsylvania; has no place of business or employees in Pennsylvania; pays no taxes in Pennsylvania; owns no real property in Pennsylvania; and has no telephone listing, bank account or other assets in Pennsylvania.

More specifically, the affidavits also state that WDW does not, and in 2000 did not: engage in sales, solicitations, negotiations, or acceptance or reservations in Pennsylvania; place any advertising in any newspaper, television station, or radio station in Pennsylvania; or engage in any marketing or promotional activities in Pennsylvania. Furthermore, the affidavits also state that WDW does not broadcast, produce or control any television programming or other forms of media into Pennsylvania; does not make, produce or distribute video games, toys or computer games in Pennsylvania; and does not operate a store in Pennsylvania. Therefore, there is no discernable contact between WDW and the forum at all – let alone the continuous and systematic contacts that would give rise to general jurisdiction.

Plaintiffs allege that conduct on the part of WDW-related companies in Pennsylvania, such as conducting advertising and promotional activities and operating retail stores and media outlets, supports their claim for general jurisdiction because these activities should be imputed to WDW. However, Plaintiffs fail to meet their burden to demonstrate why this is appropriate. A simple showing of a parent/subsidiary relationship (or, as in this case, that related companies have a common parent) does not establish that the contacts of one company should be imputed to another for jurisdictional purposes, when the parent or subsidiary is not acting as an agent for the defendant corporation. See Poteau, 1999 U.S. Dist. LEXIS 12459, at *11; Jennings v. Walt Disney World Co., No. 92-2764, 1992 U.S. Dist. LEXIS 11001, at *5 (E.D. Pa. July 27, 1992); Schulman, 1992 U.S. Dist. LEXIS 2267, at *8-*9.

In this case, the affidavits submitted by WDW state that WDW is not "also known as" the litany of WDW-related companies listed in Plaintiffs' complaint, and that each of these entities is a separate and distinct company from WDW. In addition, the affidavits effectively

state that there is no any agency relationship between these entities. For example, WDW states that it does not own, operate, or control – and is not owned, operated or controlled by – WDPR, The Disney Store, Inc. or ABC, Inc. In fact, each of these entities is a separate direct or indirect subsidiary of WDW's parent company, The Walt Disney Company.[6] Plaintiffs have not come forth with any evidence to challenge these facts or that would otherwise support their claim of an agency relationship between WDW and any of these related companies. Therefore, the contacts of these and other WDW-related companies may not be imputed to WDW, and as a result this court lacks general jurisdiction over WDW. This holding is consistent with the overwhelming weight of authority on this precise question with regard to WDW. See Cohen v. Walt Disney World Co., 2000 U.S. Dist. LEXIS 13245, at *2 (E.D. Pa. Sept. 6, 2000); Poteau, 1999 U.S. Dist. LEXIS 12459, at *10-*13; Jennings, 1992 U.S. Dist. LEXIS 11001, at *5-*8 (E.D. Pa. July 27, 1992); Schulman, 1992 U.S. Dist. LEXIS 2267, at *8-*9; Cunningham v. Walt Disney World Co., 1991 U.S. Dist. LEXIS 1967, at *3-*10 (E.D. Pa. Feb. 19, 1991).

Plaintiffs allege that an agency relationship between WDPR and WDW can nonetheless be inferred, because the promotional videotapes and related materials sent to Plaintiffs by WDPR advertised and promoted the resort owned and operated by WDW. However, to restate: the undisputed facts show that WDW does not own, operate, or control – and is not owned, operated or controlled by – WDPR, and Plaintiffs have no evidence to the contrary. However, even if such conduct was imputable to WDW, national advertising not specifically directed at forum residents, without more, does not demonstrate continuous and

6. Plaintiffs point out that The Walt Disney Company owns the trademarks for both "Walt Disney World" and "The Disney Store." However, this does not establish an agency relationship between either it and WDW, or between The Disney Store, Inc. and WDW.

systematic contacts to the forum state to provide the basis for general personal jurisdiction. See, e.g., Gehling v. St. George's School of Medicine, Ltd., 773 F.2d 539, 541-42 (3d Cir. 1985); Rose v. Continental Aktiengesellschaft (AG), No. 99-3794, 2001 U.S. Dist. LEXIS 2354, at *5 (E.D. Pa. Mar. 2, 2001); Poteau, 1999 U.S. Dist. LEXIS 12459, at *13; Feinzig, 1998 U.S. Dist. LEXIS 5419, at *8-*9; Schulman, 1992 U.S. Dist. LEXIS 2267, at *7. In this case, the evidence before the Court reflects a national advertising and promotion campaign regarding the resort. There is no evidence that such advertising was specifically directed at Pennsylvania residents (except insofar as Plaintiffs *requested* such material). To the contrary, WDW also attaches an affidavit from a corporate officer of WDPR stating that it does not specifically direct any advertising or promotion to Pennsylvania. Therefore, even if this conduct by WDPR was imputable to WDW, it would not demonstrate continuous and systematic contacts to Pennsylvania such that this Court could exercise general personal jurisdiction over WDW.

IV. CONCLUSION

WDW has not engaged in the minimum contacts with Pennsylvania required for this Court to exercise specific personal jurisdiction over it, let alone the continuous and systematic contacts required for general jurisdiction. However, a district court lacking jurisdiction may transfer a case to a district in which the case could have been brought originally, in the interest of justice. See Gehling, 773 F.2d at 544. Therefore, for want of jurisdiction and in the interest of justice, this case will be transferred to the Middle District of Florida pursuant to 28 U.S.C. § 1406 and 28 U.S.C. § 1631.

An appropriate order follows.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CELIA LITMAN, DONALD LITMAN, BENJAMIN LITMAN, a minor, and ARTHUR LITMAN, a minor,	:	
Plaintiffs,	:	CIVIL ACTION No. 01-CV-3891
v.	:	
WALT DISNEY WORLD CO., and LEE MICHAEL SCHMIDT,	:	
Defendants.	:	

ORDER

AND NOW, this 26th day of March 2002, upon consideration of Defendant Walt Disney World Co.'s Motion to Dismiss (Docket No. 9), Plaintiffs' response thereto (Docket No. 12), Defendant Walt Disney World Co.'s Reply (Docket No. 13), and Plaintiffs' Surreply (Docket No. 14) it is hereby **ORDERED** that Defendant Walt Disney World Co.'s motion is **GRANTED** in part and **DENIED** in part.

In addition, upon consideration of Defendant Lee Michael Schmidt's Motion to Dismiss (Docket No. 4), Plaintiffs' response thereto (Docket No. 7), and Defendant Schmidt's Reply (Docket No. 6), it is hereby **ORDERED** that Defendant Schmidt's motion is **GRANTED** in part and **DENIED** in part. This Court's exercise of jurisdiction over Defendant Schmidt is dependent in part upon its exercise of jurisdiction over his employer, Defendant Walt Disney World Co. This Court has determined that the Plaintiffs have not demonstrated jurisdiction over Defendant Walt Disney World Co.

Therefore, for want of jurisdiction and in the interest of justice, it is hereby **ORDERED** that this case is **TRANSFERRED** to the Middle District of Florida pursuant to 28 U.S.C. § 1406 and 28 U.S.C. § 1631.

This case is **CLOSED**.

BY THE COURT:

RONALD L. BUCKWALTER, J.