Laltitude LLC v Zhejiang Jiajiao Holdings Group Co., Ltd.
2025 NY Slip Op 34666(U)
December 2, 2025
Supreme Court, New York County
Docket Number: Index No. 651233/2025
Judge: Kathleen Waterman-Marshall

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. KATHLEEN WATERMAN-MARSHALL** **PART** **31**

Justice

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LALTITUDE LLC

Plaintiff,

- v -

ZHEJIANG JIAJIAO HOLDINGS GROUP CO., LTD.,

Defendant.

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INDEX NO. 651233/2025

MOTION DATE 05/08/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 19, 20, 21, 22, 23, 24, 25, 26, 27, 28

were read on this motion to/for DISMISS.

Upon the foregoing documents, and following on-the-record oral argument on October 23, 2025, the motion by defendant Zhejiang JiaJiao Holdings Group Co. Ltd. ("Top Teaching Toys") to dismiss the complaint for lack of personal jurisdiction pursuant to CPLR 3211(a)(8) is denied. The parties' arguments and the Court's Decision on the instant motion are spread upon the record, the transcript of which has been So-Ordered and is attached.

Briefly, the complaint alleges that plaintiff, Laltitude LLC ("Laltitude"), a California company, entered into an Assignment Agreement with Top Teaching Toys, a Chinese company, whereby Top Teaching Toys assigned to Laltitude certain intellectual property related to a marble-race-type toy. Laltitude then obtained several U.S. patents based upon this assigned intellectual property. Top Teaching Toys also obtained Chinese patents for the intellectual property it had assigned to Laltitude. Thereafter, the United States Patent and Trademark Office ("USPTO") re-examined one of Laltitude's patents, which is now threatened with invalidity based, in part, upon the Chinese patents held by Top Teaching Toys for the same invention. Laltitude alleges that Top Teaching Toys breached the Assignment Agreement by, *inter alia*, failing to provide access to certified copies of the Chinese patent applications, and that absent the certified copies, Laltitude cannot fully defend its position in the USPTO reexamination proceedings.

Top Teaching Toys now moves to dismiss the action under CPLR 3211(a)(8), contending that it has not conducted sufficient activities to in New York related to the Assignment

Agreement for this Court to exercise personal jurisdiction over it pursuant to CPLR § 302(a)(1).[1] It further contends that personal jurisdiction over it would not comport with federal due process.

As set forth in the Decision, affording the complaint liberal construction, a presumption of truth, and all favorable inferences *(Leon v Martinez*, 84 NY2d 83 [1994]), Laltitude met its burden of demonstrating a prima facie showing of personal jurisdiction over Top Teaching Toys (*Stewart v Volkswagen of Am.*, 81 NY3d 203, 207 [1993]).

At the outset, where a non-domiciliary has sufficient minimum contacts with the State and traditional notions of fair play and substantial justice are not offended, jurisdiction is proper (*Wilson v Dantas*, 128 AD3d 176 [1st Dept 2015]; *see generally Int'l Shoe Co. v Washington*, 326 US 310 [1945]; *World-Wide Volkswagen Corp. v Woodson*, 444 US 286 [1980]). A non-domiciliary has minimum contacts when it "purposefully avails itself of the privilege of conducting activities within the forum State" and "should reasonably anticipate being haled into court into court there" (*LaMarca v Pak-Mor Mfg. Co.*, 95 NY2d 210, 216 [2000] *quoting World-Wide Volkswagen Corp.*, 444 US at 297). This constitutional inquiry "focuses on the relationship among the defendant, the forum, and the litigation" (*Williams v Beemiller, Inc.*, 33 NY3d 523 [2019]).

Laltitude asserts long arm-jurisdiction under CPLR § 302(a)(1), which provides:

> … a court may exercise personal jurisdiction over any non-domiciliary … who in person or through an agent:
> 1. transacts any business within the state

"Transacting business" is a fact-based determination, requiring the activity of the non-domiciliary to be purposeful and have "a substantial relationship between the transaction and the claim asserted" (*see generally Paterno v Laser Spine Institute*, 24 NY3d 370, 376 [2014] *quoting Fischbarg v Doucet*, 9 NY3d 375 [2007]). A purposeful transaction is one in which the non-domiciliary "avails itself of the privilege of conducting activities within [New York], thus invoking the benefits and protections of its laws" (*id.*). "[P]roof of one transaction in New York is sufficient to invoke jurisdiction" (*Kreutter v McFadden Oil Corp.*, 71 NY2d 460, 467 [1988]; *George Reiner & Co., Inc. v Schwartz*, 41 NY2d 648, 651 [1977]).

Notably, and as pertinent here, the substantial relationship between the transaction and claim asserted need not rise to the level of causation, but there must be "a relatedness between the transaction and the legal claim such that the latter is not completely unmoored from the former" (*Matter of New York Asbestos Litig.*, 212 AD3d 584 [1st Dept 2023] *quoting Licci v Levanese Can. Bank, SAL*, 20 NY3d 327 [2012]).

As set forth in the Decision Top Teaching Toys was purposefully transacting business within New York in March 2025, when it rented a booth at a multi-day trade show in Jacob Javits Center in Manhattan, and its New York transactions have a substantial relationship to the

[1] Laltitude does not oppose that portion of Top Teaching Toy's motion alleging a lack of general personal jurisdiction; thus, this decision addresses only specific personal jurisdiction pursuant to CPLR § 302(a)(1). The parties have not raised any claims under BCL § 1314(b)(4) regarding a foreign corporation's ability to maintain an action against another foreign corporation.

claims asserted in this action. At the trade show, Top Teaching Toys used its booth to showcase its products, including those at issue in this litigation, and solicit potential customers in New York. This constitutes transacting business in New York (*Paterno*, 24 NY3d at 377 [party "transacts business when on his or her own initiative… the non-domiciliary projects himself or herself into this state to engage in a sustained and substantial transaction of business"] *citing Fischbarg*, 9 NY3d at 382]). Thus, if this action is related to Top Teaching Toys' activities at the trade show, jurisdiction will attach pursuant to CPLR § 302(a)(1).

Laltitude met with Top Teaching Toys at the trade show, and during their meeting the parties discussed Laltitude's request for patent information pursuant to the parties' Assignment Agreement. However, Top Teaching Toys refused Laltitude's request and its refusal to provide patent information forms, at least in part, the basis for Laltitude's claims herein. Accordingly, the New York meeting is related to the parties' contract and the claimed breach thereof. Consequently, jurisdiction under CPLR § 302(a)(1) is proper, as Top Teaching Toys purposefully transacted business in New York, such business involved products at issue, and during those New York transactions Top Teaching Toys is alleged to have repudiated or breached the parties' Assignment Agreement (*Kreutter v McFadden Oil Corp.*, 71 NY2d 460 [1988] ["…proof of one transaction in New York is sufficient to invoke jurisdiction… so long as the defendant's activities here were purposeful and there is a substantial relationship between the transaction and the claim asserted"]; *Wilson v Dantas*, 128 AD3d 176, 183 [1st Dept 2015] *citing Longines-Wittnauer Watch Co. v Barnes & Reinecke*, 15 NY2d 443, 467 [1965] [purposeful acts performed after contract section may satisfy long-arm jurisdiction]).

The cases cited by Top Teaching Toys in support of its contention that jurisdiction under CPLR § 302 is inappropriate are distinguishable on their facts and the law. Many of the cases pre-date the enactment of CPLR § 302; thus, they do not apply the standards set forth in the statute (*Wilcox-Gay Corp. v Hosho of Am.*, 22 Misc2d 869 [Sup. Ct. Kings County, 1959]; *Molina v Hydraulic Press Mfg. Co.*, 10 Misc2d 224 [Sup. Ct. Kings County, 1956]; *Linder v Plastic Toys*, 96 NYS2d 513 [NY City Court, 1949]).[2] Other matters relate to the application of CPLR § 301, not CPLR § 302, as applied to personal injury actions arising from an out-of-state accident (*Lane v Vacation Charters, Ltd.*, 750 F Supp 120 [SDNY, 1990] ["solicitation plus" standard applicable to CPLR § 301 inquiry for personal injury occurring out of state]; *Cardone v Jiminy Peak*, 245 AD2d 1002 [3d Dept 1997] [applying "continuous and systematic court of conduct" standard applicable to CPLR § 301 for personal injury occurring out of state]). Other matters simply do not stand for the proposition asserted by Top Teaching Toys (*Kaczorowski v Black & Adams*, 293 AD2d 358 [1st Dept 2002] [cited for the proposition that mere solicitation of business is not sufficient for long-arm jurisdiction; however, *Kaczorowski* states no such thing]).

As to Top Teaching Toys' argument that jurisdiction is improper because the contract was neither executed nor negotiated in New York, the location where the subject contract was executed or negotiated is not determinative on jurisdiction (*see e.g. Opticare Acquisition Corp. v Castillo*, 25 AD3d 238 [2d Dept 2005] [assuming contract was made outside of New York and finding defendant transacted business in New York sufficient to exercise long-arm jurisdiction]; *Longines-Wittnauer Watch Co.*, 15 NY2d at 467 [1965] ["do not deem it determinative" where

[2] Nor are these cases binding authority on this Court.

contract executed]; *Wilson*, 128 AD3d at 183 [1st Dept 2015] *citing Longines-Wittnauer Watch Co.* [purposeful acts performed after contract section may satisfy long-arm jurisdiction]).

In view of the foregoing, Top Teaching Toys' presence in New York at a trade show where it solicited business, met with Laltitude, discussed performance of the subject contract, and allegedly breached its contract with Laltitude is sufficient to satisfy jurisdiction under CPLR § 302(a)(1). Having purposefully availed itself of the privilege of conducting business in New York, Top Teaching Toys should reasonably anticipate being haled into New York courts, and jurisdiction of New York courts does not offend traditional notions of fair play and substantial justice under federal due process Laltitude's request in opposition for leave to conduct jurisdictional discovery and/or leave to amend its complaint is unnecessary, given the foregoing.

Accordingly, it is

ORDERED that Top Teaching Toys' motion to dismiss for lack of personal jurisdiction pursuant to CPLR 3211(a)(8) and CPLR § 302(a)(1) is denied; and it is further

ORDERED that Top Teaching Toys has filed its answer to the complaint in accordance with the Cour's oral Decision on October 23, 2025; and it is further

ORDERED that a preliminary conference shall be held on **December 3, 2025 at 10:00am** in Courtroom 623 at 111 Centre Street New York, NY 10013; and it is further

ORDERED that counsel are reminded of the Part Rules, available on the Court's website, including those regarding the submission of a joint proposed conference order in advance of the conference date and in lieu of an in-person appearance.

12/2/2025
DATE

KATHLEEN WATERMAN-MARSHALL, J.S.C.

CHECK ONE:		CASE DISPOSED		X	NON-FINAL DISPOSITION		
		GRANTED	X DENIED		GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER			SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN			FIDUCIARY APPOINTMENT		REFERENCE