

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

MAY 07 2009

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

WRITERS GUILD OF AMERICA WEST
INC.,

Petitioner - Appellee,

v.

8730 SUNSET LLC,

Respondent,

and

ANTHONY CATALDO,

Respondent - Appellant.

No. 08-55279

D.C. No. CV-07-00785-DSF-RC

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Dale S. Fischer, District Judge, Presiding

Submitted May 5, 2009**
Pasadena, California

Before: RYMER, KLEINFELD and SILVERMAN, Circuit Judges.

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

Appellant Anthony Cataldo appeals the district court's denial of his motion to set aside or vacate judgment under Federal Rule of Civil Procedure 60(b)(4). According to Cataldo, the district court lacked personal jurisdiction over him because Appellee Writers Guild of America, West, Inc. failed to serve him in compliance with the parties' contract.

The Writers Guild served Cataldo in accordance with federal and state civil procedure. *See* Fed. R. Civ. P. 4; Cal. Civ. Proc. Code § 415.20. Even if the parties' contract called for an additional method of service, the Writers Guild's failure to serve Cataldo using this additional method is a contract issue that did not deprive the district court of personal jurisdiction over Cataldo. *See The Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 12 (1972) ("No one seriously contends in this case that the forum selection clause 'ousted' the District Court of jurisdiction").

AFFIRMED.