

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

CREATIVE DIMENSIONS : CIVIL ACTION  
IN MANAGEMENT, INC. :  
 :  
 :  
v. :  
 :  
 :  
THOMAS GROUP, INC. and :  
RANEE GUMM : NO. 96-6318

MEMORANDUM ORDER

Defendants have filed a motion to transfer this case to the Northern District of Texas where they are located.

Plaintiff provides support services to corporations to assist in the transformation of "corporate cultures" and the promotion of "leadership growth." Plaintiff developed a unique consulting system for doing this, called the Accelerated Growth Learning System ("AGLS"). Plaintiff employed the AGLS in its sixteen week programs. Plaintiff also conducts two day corporate therapy seminars to train private corporate therapists.

Defendant Thomas Group, Inc. ("TGI") provided management consulting services, principally to technological corporations, including business process redesign and assistance in enhancing operational performance. Defendant Gumm is a psychologist and was a consultant to TGI. Plaintiff and TGI negotiated and executed agreements providing for the joint marketing and delivery of consulting services based on an integration of their systems and materials. In this process, plaintiff's consulting system and methods became part of TGI's "corporate intelligence."

The essence of plaintiff's claims is that with the assistance of Ms. Gumm, TGI fraudulently induced plaintiff to enter these agreements with no intent to honor its obligations and for the purpose of misappropriating and marketing as its own plaintiff's consulting system. As a result, plaintiff lost its competitive advantage and the benefit of its bargain with TGI which alone and for its sole gain is using the "wrongfully appropriated" materials in its business.

The court has reviewed the parties' submissions and weighed those pertinent private and public interest factors which appear to be applicable. See Jumara v. State Farm Insurance Co., 55 F.3d 873, 879-80 (3d Cir. 1995). The burden of justifying a transfer lies with the movant. Id. at 879. See also Gulf Oil Corp. v. Gilbert, 330 U.S. 501, 508 (1947).

The seven identified likely Texas witnesses, aside from Ms. Gumm, are all subject to the control of defendant TGI. The nine identified likely Pennsylvania witnesses are all current or former employees or consultants of plaintiff. The remaining identified potential witnesses are in diverse locations including California, Illinois, Massachusetts, Michigan, Minnesota, New Jersey, Oklahoma, Washington State and Great Britain. Most of these individuals would not be amenable to service in this district or the Northern District of Texas and would be inconvenienced by having to travel to either district.

The underlying agreements were largely negotiated by the parties from their respective headquarters at Conshohocken,

Pennsylvania in suburban Philadelphia and Irving, Texas in suburban Dallas. The agreements were formally executed in Texas. Performance of the agreements was contemplated throughout the United States and abroad, including Texas and Pennsylvania.

TGI conducts business nationally and internationally. It does not contend that it lacks the resources to defend in this district. Ms. Gumm has not denied plaintiff's averment that she travels widely for business purposes and she has not claimed that defending in this district has posed a substantial financial hardship.

Not surprisingly, the records which each party deems relevant to the litigation of this action are at their respective headquarters in Pennsylvania and Texas.

The citizens and prospective jurors of each district have a corresponding interest in adjudication of the controversies between the parties.

Plaintiff's claims appear to be governed by Texas law with which the court is confident his colleagues in the Northern District of Texas would have greater familiarity.

Because plaintiff "resides" in this district and some of the events and omissions giving rise to plaintiff's claims arose here, its choice of forum is entitled to substantial weight. The balance of other applicable factors does not come close to outweighing plaintiff's choice of forum on the record presented. A transfer would essentially result only in shifting some measure of inconvenience from defendants to plaintiff.



**ACCORDINGLY**, this                    day of April, 1998, upon consideration of defendants' Motion to Transfer (Doc. #23) and plaintiff's response thereto, **IT IS HEREBY ORDERED** that said Motion is **DENIED**.

**BY THE COURT:**

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**JAY C. WALDMAN, J.**