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**United States District Court
Central District of California**

11 IT'S MY SEAT, INC. et al.,

12 Plaintiffs,

13 v.

14 HARTFORD CAPITAL LLC, et al.,

15 Defendants.
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Case № 2:20-cv-06378-ODW (AFMx)

**ORDER DENYING DEFENDANT'S
MOTION TO DISMISS [12]**

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I. INTRODUCTION

19 Plaintiffs It's My Seat, Inc. and Vahe Shahinian brought this action against
20 Defendants Hartford Capital LLC; Bryan Stein aka Boris Shteyngart; Craig Leszczak
21 aka Craig Walters; Kevin Woodley; EIN CAP, Inc.; Russell Naftali; and Gene Slavin
22 (collectively, "Defendants"), in the Superior Court of the State of California, Los
23 Angeles County. (*See* Notice of Removal ("NOR") ¶ 1, Ex. 1 ("Compl."), ECF
24 No. 1.) Defendants Stein, Walters, and Hartford Capital removed the action to this
25 Court and moved to dismiss Plaintiffs' Complaint for lack of personal jurisdiction.¹
26 (Mot. to Dismiss ("Motion" or "Mot."), ECF No. 12.) For the reasons discussed
below, the Court **DENIES** the Motion.²

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¹ Stein is the only remaining Defendant. (*See* Order Dismissing Defs., ECF No. 23.)

² Having carefully considered the papers filed in connection with the Motion, the Court deemed the matter appropriate for decision without oral argument. Fed. R. Civ. P. 78; C.D. Cal. L.R. 7-15.

II. BACKGROUND³

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2 Vahe Shahinian is the owner of It's My Seat, Inc., a ticketing vendor and
3 concert promoter operating and incorporated in California. (Compl. ¶¶ 1–2.) Hartford
4 is a New York-based lender in the Merchant Cash Advance (“MCA”) industry. (Decl.
5 of Vahe Shahinian (“Shahinian Decl.”) ¶ 3, ECF No. 18-1; Decl. of Stas Leszczak ¶ 2,
6 ECF No. 12.) Walters and Stein are New York residents with offices in New York,
7 and are representatives of Hartford. (Shahinian Decl. ¶ 3; Decl. of Boris Shteyngart
8 aka Bryan Stein (“Stein Decl.”) ¶¶ 3, 5, ECF No. 12; Decl. of Craig Leszczak aka
9 Craig Walters ¶¶ 3, 5, ECF No. 12; Compl. ¶¶ 25–26.)

10 In January 2019, It's My Seat, Inc. was in the market for a low rate business
11 loan when Walters contacted Plaintiffs and emailed a Hartford loan application.
12 (Compl. ¶¶ 23, 25.) On January 8, 2019, Stein contacted Plaintiffs on behalf of
13 Hartford and promised them a \$750,000 line of credit (“Term Loan”), but only if
14 Plaintiffs first took a “Bridge Loan” of \$250,000 for thirty days (the “Agreement”).
15 (Compl. ¶ 26; Shahinian Decl. ¶ 3.) Stein informed Plaintiffs that the Bridge Loan
16 would be in the form of a MCA to be funded by Defendant EIN CAP, with an interest
17 rate of 15% monthly. (Compl. ¶ 26.) Stein explained that Defendants would
18 transition the Bridge Loan to a Term Loan with an annual rate of 8.89% after the first
19 thirty days, so Plaintiffs would not have to pay the Bridge Loan to term at the higher
20 interest rate. (*Id.*) Under the Agreement, Plaintiff had to make uninterrupted daily
21 payments of \$3,600 on the Bridge Loan and could not take any other loans for thirty
22 days. (*Id.*) Stein sent Plaintiffs the Bridge Loan documents, which Plaintiffs signed,
23 notarized, and sent to EIN CAP, per Stein's direction. (*Id.* ¶ 27; Shahinian Decl. ¶ 4.)

24 The next day, Plaintiffs asked Stein what would happen if the Bridge Loan did
25 not transition to the Term Loan after thirty days as promised. (Compl. ¶ 28.) Stein
26 reassured Plaintiffs that they should “believe in the ‘sincerity in his voice,’” that there

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28 ³ Uncontroverted allegations in the complaint are taken as true, and any conflicts in the facts or
statements contained in affidavits are resolved in Plaintiffs' favor. *See Schwarzenegger v. Fred
Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004).

1 was nothing to worry about, and Stein and the other Defendants would handle the
2 transition. (*Id.*) Stein requested that Plaintiffs not mention the transition to EIN CAP
3 because the “paper shuffler at EIN” had “no idea about the back-end plans of EIN and
4 Hartford.” (*Id.* ¶ 29.) Also, when Plaintiffs received the Bridge Loan on January 10,
5 2019, \$22,000 had been deducted in unexpected “funding fees,” but Stein promised
6 Plaintiffs he would return the \$22,000 as a credit in the transition. (*Id.* ¶ 30.)

7 On February 8, 2019, as the thirty-day period was closing, Plaintiffs contacted
8 Stein to ensure all was in order for the transition. (*Id.* ¶ 34.) The thirtieth day came
9 and went with no word from Stein or any other Defendant. (*Id.* ¶ 35.) On
10 February 12, 2019, Plaintiffs again contacted Stein, requesting the status of the
11 transition from the Bridge Loan to the Term Loan. (*Id.*) Stein replied that it was
12 “being worked on.” (*Id.*) Throughout the following month, Stein “reassure[d]”
13 Plaintiffs numerous times that the transition to the Term Loan was coming, with
14 “string-along statements” such as: “I expect an update soon”; “Only update . . .
15 was ‘wait for the link’ which is positive.”; “No issue.”; “They are delayed. The file is
16 not declined. . . . I will be in touch with an update”; “I am doing everything I can
17 to get this pushed through.” (*Id.*)

18 Due to the delay in the transition, Plaintiffs continued making the daily payment
19 of \$3,600 for seventy days, forty days longer than originally agreed. (*Id.* ¶ 36.)
20 Consequently, Plaintiffs faced serious financial jeopardy and were forced to obtain
21 two emergency loans from third-parties. (*Id.* ¶ 38.) Defendants then claimed
22 Plaintiffs’ third-party loans violated the Agreement and, on that basis, refused to
23 provide the Term Loan. (*Id.*)

24 On October 28, 2019, Plaintiffs filed a Complaint against the eight named
25 Defendants in the Superior Court of the State of California, Los Angeles County,
26 asserting seven causes of action: (1) breach of contract; (2) breach of implied
27 covenant of good faith and fair dealing; (3) promissory estoppel; (4) fraud;
28 (5) intentional misrepresentation; (6) negligent misrepresentation; and (7) violation of

1 California Legal Remedies Act. (See Compl. ¶¶ 42–95.) On July 17, 2020, three
2 Defendants—Stein, Walters, and Hartford—removed the action to this Court. (NOR.)
3 As of the removal, only Stein had been served. (NOR ¶ 2; Decl. of Stella Park ¶¶ 2–3,
4 ECF No. 12.)

5 On October 19, 2020, Defendants Stein, Walters, and Hartford moved to
6 dismiss for lack of personal jurisdiction. (See generally Mot.) The Motion is fully
7 briefed. (See Opp’n, ECF No. 18; Reply, ECF No. 19.) On November 30, 2020, after
8 granting Plaintiffs several extensions of time to serve Defendants, the Court dismissed
9 all Defendants other than Stein because Plaintiffs failed to serve them in a timely
10 manner. (Order Dismissing Defs. 2.) Thus, Stein is the only remaining moving
11 Defendant.

12 III. LEGAL STANDARD

13 Personal jurisdiction is a question of law, with the “burden of proof . . . on the
14 plaintiff to show that jurisdiction is appropriate.” *Sher v. Johnson*, 911 F.2d 1357,
15 1361 (9th Cir. 1990). If a motion to dismiss for lack of personal jurisdiction is based
16 on written pleadings, as here, “the plaintiff need only make a prima facie showing of
17 jurisdictional facts.” *Data Disc, Inc. v. Sys. Tech. Assocs., Inc.*, 557 F.2d 1280, 1285
18 (9th Cir. 1977). Uncontroverted allegations in the complaint are taken as true and any
19 conflicts in the facts or statements contained in affidavits must be resolved in the
20 plaintiff’s favor. *Schwarzenegger*, 374 F.3d at 800.

21 For a federal court sitting in diversity to exercise personal jurisdiction over a
22 nonresident defendant: (1) the state jurisdictional statute must confer personal
23 jurisdiction over the nonresident defendant, and (2) the exercise of jurisdiction must
24 comport with federal constitutional due process. *Haisten v. Grass Valley Med.*
25 *Reimbursement Fund, Ltd.*, 784 F.2d 1392, 1396 (9th Cir. 1986). California’s
26 long-arm jurisdictional statute is coextensive with federal due process requirements,
27 making the state and federal limits coextensive. *Schwarzenegger*, 374 F.3d at 800-01;

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1 *Data Disc*, 557 F.2d at 1286. Thus, the question becomes whether the exercise of
2 personal jurisdiction comports with due process. *Haisten*, 784 F.2d at 1396.

3 IV. DISCUSSION

4 Stein moves to dismiss Plaintiffs’ Complaint for lack of personal jurisdiction.
5 (Mot. 8.) For personal jurisdiction over an out-of-state defendant like Stein to
6 comport with due process, the defendant must have “such ‘contacts’ with the forum
7 State that ‘the maintenance of the suit’ is reasonable . . . and ‘does not offend
8 traditional notions of fair play and substantial justice.’” *Ford Motor Co. v. Mont.*
9 *Eighth Jud. Dist. Ct.*, No. 19-368, --- S. Ct. ----, 2021 WL 1132515, at *4 (U.S.
10 Mar. 25, 2021) (quoting *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)).
11 California courts may exercise jurisdiction “over a nonresident defendant if he has
12 enough continuous contacts with California to subject him to the court’s *general*
13 jurisdiction or if the specific cause of action arises out of a defendant’s more limited
14 contacts with the state so that California may exercise *limited* or *specific* jurisdiction
15 over him.” *Roth v. Garcia Marquez*, 942 F.2d 617, 620 (9th Cir. 1991). Plaintiffs
16 argue Stein is subject to both general and specific jurisdiction. (*See Opp’n 7.*)

17 A. General Jurisdiction

18 For general personal jurisdiction to exist over a nonresident defendant, a
19 defendant’s contact with a forum state must be so pervasive as to render them
20 “‘essentially at home’ in the State.” *Ford Motor Co.*, 2021 WL 1132515, at *4
21 (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919
22 (2011)). Plaintiffs’ only argument is that other Defendants have described Stein as a
23 “local” California defendant, prior to removal. (*Opp’n 7.*) This conclusory assertion
24 is far from sufficient to establish that Stein is “essentially at home” in California. *See*
25 *Goodyear*, 564 U.S. at 919. Plaintiffs therefore fail to establish a prima facie case of
26 general jurisdiction.

1 **B. Specific Jurisdiction**

2 The question of personal jurisdiction, then, turns on whether Stein’s relevant
3 contacts with Plaintiffs enable this Court to exercise *specific* personal jurisdiction in
4 this case. Where a defendant’s contacts are “not so pervasive as to subject him to
5 general jurisdiction,” the Ninth Circuit applies a three-part specific jurisdiction test:

- 6 (1) The nonresident defendant must do some act or consummate some
7 transaction with the forum or perform some act by which he
8 purposefully avails himself of the privilege of conducting activities in
9 the forum, thereby invoking the benefits and protections of its laws.
10 (2) The claim must be one which arises out of or results from the
defendant’s forum-related activities. (3) Exercise of jurisdiction must
be reasonable.

11 *Data Disc*, 557 F.2d at 1287. The plaintiff bears the burden of making a prima facie
12 showing of the first two prongs, but “the burden then shifts to the defendant to
13 ‘present a compelling case’ that the exercise of jurisdiction would not be reasonable.”
14 *Schwarzenegger*, 374 F.3d at 802 (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S.
15 462, 476–78 (1985)).

16 *I. Purposeful Availment*

17 As to the first prong, the exact form of the inquiry depends on nature of the
18 claim. For claims sounding in contract, as in Plaintiffs’ first claim for breach of
19 contract, the Ninth Circuit applies a “purposeful availment” analysis that asks whether
20 a defendant has “purposefully avail[ed] [himself] of the privilege of conducting
21 activities within the forum State, thus invoking the benefits and protections of its
22 laws.” *Id.* at 802 (quoting *Hanson v. Denckla*, 357 U.S. 235, 253 (1958)).⁴ To have
23 purposefully availed himself of the privilege of doing business in the forum, a
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25 ⁴ As discussed below, the Court finds it may exercise personal jurisdiction over Stein related to the
26 contract claim. Thus, the Court need not reach personal jurisdiction related to Plaintiffs further
27 claims because, even where personal jurisdiction exists over one claim but not others, a district court
28 may exercise pendent personal jurisdiction over remaining claims that arise out of the same
“common nucleus of operative facts.” *Picot v. Weston*, 780 F.3d 1206, 1211 (9th Cir. 2015). As all
of Plaintiffs’ claims arise from the same common nucleus of operative facts concerning the Bridge
Loan and Term Loan, pendant personal jurisdiction would be appropriate.

1 defendant must “have performed some type of affirmative conduct which allows or
2 promotes the transaction of business within the forum state.” *Sher*, 911 F.2d at 1362
3 (quoting *Sinatra v. Nat’l Enquirer, Inc.*, 854 F.2d 1191, 1195 (9th Cir. 1988)).

4 In evaluating the “jurisdictional significance of a defendant’s contract or other
5 business in the forum,” the Ninth Circuit applies a “practical and pragmatic” approach
6 that is neither rigid nor formalistic. *Boschetto v. Hansing*, 539 F.3d 1011, 1016
7 (9th Cir. 2008) (citing *Burger King*, 471 U.S. at 478). “[A] contract alone does not
8 automatically establish minimum contacts in the plaintiff’s home forum.” *Id.* at 1017.
9 Rather, there must be “actions by the defendant *himself* that create a ‘substantial
10 connection’ with the forum State.” *Burger King*, 471 U.S. at 475. Courts consider
11 “prior negotiations and contemplated future consequences, along with the terms of the
12 contract and the parties’ actual course of dealing.” *Id.* at 479; *Hall v. LaRonde*,
13 56 Cal. App. 4th 1342, 1347 (1997). The origin of the contract at issue is also
14 relevant, as solicitation of business within the forum will likely amount to purposeful
15 availment. *Sinatra*, 854 F.2d at 1195.

16 Here, Stein asserts he never traveled to California for business dealings with
17 Plaintiffs and contends no facts support Plaintiffs’ allegations of his California
18 contacts. (Mot. 10.) Yet, “physical presence in the forum is not a prerequisite to
19 jurisdiction.” *Walden v. Fiore*, 571 U.S. 277, 285 (2014). Rather, “physical entry
20 into the State—either by the defendant in person or through an agent, goods, *mail*, or
21 *some other means*—is certainly a relevant contact.” *Id.* (emphasis added). Moreover,
22 as society and technology evolve, “there is no reason why the requisite minimum
23 contacts cannot be electronic.” *Hall*, 56 Cal. App. 4th at 1347. Thus, Stein’s lack of
24 travel to California is not determinative.

25 Plaintiffs allege numerous phone calls, text messages, electronic and regular
26 mail, and other correspondence between Stein and Shahinian on multiple dates. (*See*
27 *Shahinian Decl.* ¶ 6; *see also, e.g., Compl.* ¶¶ 26–30, 33–35.) Stein confirms that he
28 initiated the conversation on January 8, 2019, and continued communicating with

1 Plaintiffs regarding the Agreement through March 2019. (Stein Decl. ¶¶ 9–13, 15.)
2 As alleged, these conversations included Stein’s solicitation and promises, the
3 negotiation and formation of the Agreement underlying the Bridge and Term Loans,
4 and the parties’ actual course of dealing over the relevant time period. Moreover, the
5 Agreement clearly contemplated future obligations, though relatively short term, as
6 Stein repeatedly reassured Plaintiffs that he would handle the eventual transition of the
7 Bridge Loan to the Term Loan. These affirmative acts by Stein in conducting
8 business with Plaintiffs in California are sufficient to establish his purposeful
9 availment of the forum.

10 Although Stein correctly argues that his contacts with California may not be
11 judged by the activities of Hartford or the other Defendants, his purported status as
12 independent contractor does not somehow insulate him from personal jurisdiction
13 here. (*See* Reply 6.) The Court evaluates Stein’s contacts with California
14 individually, *Rush v. Savchuk*, 444 U.S. 320, 332 (1980), and in this case, Stein is
15 arguably the primary participant in the alleged wrongdoing directed at a California
16 citizen and business, (*see* Compl. ¶¶ 26–35).

17 Finally, Stein argues the entirety of his involvement was merely “one random
18 call,” and not sufficient to subject him to personal jurisdiction here. (Reply 10.) But
19 this is plainly not true, particularly in light of the entire course of dealing between the
20 parties. Plaintiffs’ allegations and the declarations of both parties show that Stein was
21 substantially involved in the transactions. (*See* Compl. ¶¶ 26–38; Stein Decl. ¶¶ 9–14;
22 Shahinian Decl. ¶¶ 3–7.) It was Stein who offered Plaintiffs the Term Loan
23 conditioned on the Bridge Loan; Stein who explained the obligations governing
24 Plaintiffs’ receipt of the Term Loan; and Stein who repeatedly promised the eventual
25 transition of Bridge Loan to Term Loan. (Compl. ¶¶ 26–28; Stein Decl. ¶¶ 9–13.) For
26 months, Stein assured Plaintiffs that they could trust in the “sincerity in his voice,”
27 that the Term Loan was coming and merely “delayed,” and there was “[n]o issue.”
28 (Compl. ¶ 35; Stein Decl. ¶ 13.) Ultimately, Stein is responsible for both the “prior

1 negotiations and contemplated future consequences” of the Agreement, which
2 supports the exercise of specific personal jurisdiction. *Burger King*, 471 U.S. at 479.

3 In reaching out to Plaintiffs in California on numerous occasions to transact
4 business with a California company, Stein has “manifestly availed himself of the
5 privilege of conducting business” in California and purposely derived a benefit from
6 those interstate activities. *See Burger King*, 471 U.S. at 476; *Hall*, 56 Cal. App. 4th
7 at 1347. It is thus “fair to require that he account in California for the consequences
8 that arise from such activities.” *See Hall*, 56 Cal. App. 4th at 1347. The purposeful
9 availment prong is met.

10 2. *The Claims’ Relation to Defendant’s Forum Activities*

11 The next requirement is that the claims at issue ““arise out of or relate to the
12 defendant’s contacts’ with the forum.” *Ford Motor Co.*, 2021 WL 1132515, at *4;
13 *Data Disc*, 557 F.2d at 1287. Even a “single forum state contact can support
14 jurisdiction if the cause of action arises out of that particular purposeful contact of the
15 defendant with the forum state.” *Yahoo! Inc. v. La Ligue Contre Le Racisme Et*
16 *L’Antisemitisme*, 433 F.3d 1199, 1210 (9th Cir. 2006) (alterations and internal
17 quotation marks omitted).

18 Plaintiffs’ breach of contract claim against Stein arises directly out of his
19 contacts with the forum. Stein admits he called Plaintiffs in California to solicit and
20 conduct business in the form of the Bridge and Term Loan deal, and the contract at
21 issue stems directly from that contact. (Stein Decl. ¶ 9.) Stein’s contacts with the
22 forum state are therefore integral and essential parts of Plaintiffs’ claim. *See Dole*
23 *Food Co., Inc. v. Watts*, 303 F.3d 1104, 1114 (9th Cir. 2002) (finding defendants’
24 contacts with the forum state integral and essential to the scheme giving rise to
25 plaintiff’s claims). Accordingly, Plaintiffs’ claim arises out of Stein’s forum-related
26 activities in soliciting their business in California, and the second prong is satisfied.

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1 3. *Reasonableness*

2 As It's My Seat has made a prima facie showing of the first two prongs, the
3 burden shifts to Stein to "set forth a 'compelling case' that the exercise of jurisdiction
4 would not be reasonable." *CollegeSource, Inc. v. AcademyOne, Inc.*, 653 F.3d 1066,
5 1076 (9th Cir. 2011) (quoting *Burger King*, 471 U.S. at 476–78). It is not enough that
6 a defendant show another forum is "more reasonable than California." *Sher*, 911 F.2d
7 at 1365. Rather, a defendant "must show a due process violation; it must show that
8 jurisdiction in California would make the litigation 'so gravely difficult and
9 inconvenient that a party unfairly is at a severe disadvantage in comparison to his
10 opponent.'" *Id.* (quoting *Burger King*, 471 U.S. at 478). Courts in the Ninth Circuit
11 evaluate seven factors in making this reasonableness determination:

- 12 (1) the extent of the defendants' purposeful injection into the forum
13 state's affairs; (2) the burden on the defendant of defending in the
14 forum; (3) the extent of conflict with the sovereignty of the
15 defendant's state; (4) the forum state's interest in adjudicating the
16 dispute; (5) the most efficient judicial resolution of the controversy;
17 (6) the importance of the forum to the plaintiff's interest in convenient
and effective relief; and (7) the existence of an alternative forum.

18 *Dole Food Co.*, 303 F.3d at 1114. As no single factor is dispositive, the Court must
19 balance them. *Roth*, 942 F.2d at 623.

20 The main thrust of Stein's unreasonableness argument is that he was involved
21 in only "one random transaction," in which he played a "small and indirect part," and
22 requiring him to travel to California to litigate would cause him "a great financial
23 burden." (Reply 10.) Stein fails to set forth a compelling case that exercise of
24 jurisdiction would be unreasonable in this case.

25 **First**, the Court has already concluded that Stein purposefully injected himself
26 into California to conduct business with Plaintiffs. He took affirmative steps to solicit
27 business in California and spent months nurturing that California business relationship
28 with Plaintiffs. This factor thus weighs in favor of Plaintiffs. **Second**, while litigation

1 in California may be inherently burdensome on an out-of-state defendant, modern
2 “advances in transportation and telecommunications and the increasing interstate
3 practice of law” have significantly reduced any burden. *CollegeSource, Inc.*, 653 F.3d
4 at 1080. Moreover, “[u]nless such inconvenience is so great as to constitute a
5 deprivation of due process, it will not overcome clear justifications for the exercise of
6 jurisdiction.” *Roth*, 942 F.2d at 623. Therefore, any burden on Stein to litigate in the
7 forum state is not so great as to sway this factor in his favor

8 **Third**, the “conflict of sovereignty” factor is not particularly dispositive in the
9 reasonableness analysis. *See Sinatra*, 854 F.2d at 1199. A “minimum-contacts
10 analysis presupposes that two or more States may be interested in the outcome of a
11 dispute, and . . . potentially conflicting ‘fundamental substantive social policies’ can
12 usually be accommodated through choice-of-law rules rather than through outright
13 preclusion of jurisdiction in one forum.” *Burger King*, 471 U.S. at 484 n.26 (citation
14 omitted). Additionally, this factor is not a very significant in cases, such as this one,
15 which involve only U.S. citizens. *Brand v. Menlove Dodge*, 796 F.2d 1070, 1076 n.5
16 (9th Cir. 1986); *see Sher*, 911 F.2d at 1365 (discussing that where two states have an
17 interest in the litigation, it can be difficult to find either one more reasonable). This
18 factor therefore weighs neutral. **Fourth**, California “has a manifest interest in
19 providing its residents with a convenient forum for redressing injuries inflicted by
20 out-of-state actors.” *Burger King*, 471 U.S. at 473 (internal quotation marks omitted).
21 As Plaintiffs are California citizens and It’s My Seat’s principal place of business is in
22 California, this factor favors Plaintiffs. *See Dole Food Co.*, 303 F.3d at 1116 (finding
23 this factor favored plaintiff where plaintiff’s principal place of business was in
24 California).

25 **Fifth**, generally, “[t]he site where the injury occurred and where evidence is
26 located usually will be the most efficient forum.” *Pac. Atl. Trading Co., Inc. v. M/V*
27 *Main Exp.*, 758 F.2d 1325, 1331 (9th Cir. 1985). But this factor is “no longer
28 weighed heavily given the modern advances in communication and transportation.”

1 *Panavision Int'l v. Toeppen*, 141 F.3d 1316, 1323 (9th Cir. 1998). Here, the injury
2 occurred in California, where It's My Seat and Shahinian were harmed by Stein's
3 alleged breach of the Agreement. On the other hand, Plaintiffs are in California and
4 Stein is in New York, so potential evidence is likely located in both fora. Therefore,
5 this factor weighs only slightly in favor of Plaintiffs. **Sixth**, Plaintiffs have a
6 substantial interest in seeking relief in California, which serves as It's My Seat's
7 principal place of business and Shahinian's residence. (Compl. ¶¶ 1-2.) This factor
8 favors Plaintiffs. Finally, **seventh**, "[w]hether another reasonable forum exists
9 becomes an issue only when the forum state is shown to be unreasonable."
10 *CollegeSource*, 653 F.3d at 1080. Stein has not made that showing.

11 Weighing the factors, the Court finds that Stein has failed to make a compelling
12 case that the exercise of jurisdiction in California would not be reasonable.

13 4. *Summary*

14 Stein purposefully availed himself of the privilege of doing business in the
15 forum; Plaintiffs' claims arise from Stein's contacts with the forum; and Stein has
16 failed to make a compelling case that the exercise of personal jurisdiction would be
17 unreasonable. Accordingly, the exercise of personal jurisdiction over Stein is
18 appropriate, and the Court **DENIES** Stein's Motion.

19 **V. CONCLUSION**

20 For the reasons discussed above, the Court **DENIES** Stein's Motion to Dismiss.
21 (ECF No. 12.)

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23 **IT IS SO ORDERED.**

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25 March 30, 2021

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OTIS D. WRIGHT, II
UNITED STATES DISTRICT JUDGE