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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
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11 LOYAL HEALTH & FITNESS, INC.,  
12 Plaintiff,  
13 v.  
14 TASKOOB, INC., et al.,  
15 Defendants.  
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Case No.: 23-CV-00382-RSH-NLS

**AMENDED ORDER DENYING  
DEFENDANT’S MOTION TO  
DISMISS**

**[ECF No. 6]**

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18 On December 8, 2022, Plaintiff Loyal Health & Fitness, Inc. brought this civil action  
19 against Defendants Taskoob, Inc. (“Taskoob”), Ramin Geramianfar, Mehrad Mehrain, and  
20 individual Does 1–50 in San Diego Superior Court. ECF No. 1-2. Defendants removed the  
21 case to federal court on February 28, 2023. ECF No. 1.

22 On March 21, 2023, Defendants filed a motion to dismiss for lack of personal  
23 jurisdiction and insufficient service of process (the “Motion”). ECF No. 6. The Motion has  
24 been fully briefed (ECF Nos. 8–9), and the Court finds the matter suitable for determination  
25 without oral argument. *See* Civ. L.R. 7.1. As set forth below, the Motion is denied.

26 **I. Background**

27 The Complaint alleges as follows. Plaintiff is a Delaware corporation with its  
28 principal place of business in Cardiff-by-the-Sea, California. ECF 1-2 ¶¶ 1, 9. Defendant

1 Taskoob is a Canadian corporation with its principal place of business in Ontario, Canada.  
2 *Id.* ¶ 2. Defendants Geramianfar and Mehraian, the founders of Taskoob, are both residents  
3 of Ontario, Canada. *See id.* ¶¶ 2, 10.

4 On September 28, 2022, Plaintiff purchased the assets of Taskoob through the  
5 execution of an Asset Purchase Agreement (“APA”) between Plaintiff and Defendants. *Id.*  
6 ¶ 10. The purchase price under the APA was \$4,500,000, of which Plaintiff has paid  
7 \$4,000,000 to date. *Id.* ¶ 10. Plaintiff alleges that the purchased assets include certain  
8 advertising accounts located on a platform owned by the technology company Meta (the  
9 “Meta Accounts”). *Id.* ¶ 10. Plaintiff brings three claims, each one arising from  
10 Defendants’ failure to transfer these accounts to Plaintiff: (1) for fraudulent inducement;  
11 (2) for rescission based on unilateral mistake; and (3) for rescission based on mutual  
12 mistake. *Id.* ¶¶ 14, 24–53.

13 Plaintiff alleges that Defendants fraudulently induced Plaintiff into entering the APA  
14 by representing that the Meta Accounts would be transferred to Plaintiff, while never  
15 intending to effect the transfer. *Id.* ¶ 19. Plaintiff seeks damages and rescission. *Id.* at p.  
16 11. Plaintiff alleges, in the alternative, that it is entitled to rescission of the APA based on  
17 unilateral or mutual mistake—either because Plaintiff mistakenly believed that Defendants  
18 would transfer the Meta Accounts, *id.* ¶¶ 45–46, or because both parties to the APA  
19 mistakenly believed that the transfer of the Meta Accounts to Plaintiff could be  
20 accomplished without also transferring a Taskoob “business account” on the same  
21 platform, which Defendants were unwilling to do, *id.* ¶¶ 50–51.

22 On March 17, 2023, over three months after Plaintiff filed this lawsuit in Superior  
23 Court, Defendant filed an action against Plaintiff for breach of contract in the U.S. District  
24 Court for the District of Delaware, *Taskoob Inc. v. Loyal Health & Fitness, Inc.*, 1:23-cv-  
25 00299-UNA (D. Del. Mar. 17, 2023).

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1 **II. Legal Standards**

2 **A. Federal Rule of Civil Procedure 12(b)(2)**

3 A defendant may move to dismiss a case based on lack of personal jurisdiction under  
4 Federal Rule of Civil Procedure 12(b)(2). “Where, as here, no federal statute authorizes  
5 personal jurisdiction, the district court applies the law of the state in which the court sits.”  
6 *Mavrix Photo, Inc. v. Brand Technologies, Inc.*, 647 F.3d 1218, 1223 (9th Cir. 2011); *see*  
7 Fed. R. Civ. P. 4(k)(1)(A). Under California’s long-arm statute, courts “may exercise  
8 personal jurisdiction on any basis not inconsistent with the Constitution of this state or of  
9 the United States.” Cal. Civ. Proc. Code § 410.10. “Because California’s long-arm  
10 jurisdictional statute is coextensive with federal due process requirements, the  
11 jurisdictional analyses under state law and federal due process are the same.”  
12 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800–01 (9th Cir. 2004); *accord*  
13 *Mavrix Photo*, 647 F.3d at 1223. “For a court to exercise personal jurisdiction over a  
14 nonresident defendant consistent with due process, that defendant must have ‘certain  
15 minimum contacts’ with the relevant forum ‘such that the maintenance of the suit does not  
16 offend traditional notions of fair play and substantial justice.’” *Id.* (quoting *Int’l Shoe Co.*  
17 *v. Washington*, 326 U.S. 310, 316 (1945)).

18 “In opposing a defendant’s motion to dismiss for lack of personal jurisdiction, the  
19 plaintiff bears the burden of establishing that jurisdiction is proper.” *CollegeSource, Inc. v.*  
20 *AcademyOne, Inc.*, 653 F.3d 1066, 1073 (9th Cir. 2011). “Where, as here, the defendant’s  
21 motion is based on written materials rather than an evidentiary hearing, ‘the plaintiff need  
22 only make a prima facie showing of jurisdictional facts to withstand the motion to  
23 dismiss.’” *Id.* (quoting *Brayton Purcell LLP v. Recordon & Recordon*, 606 F.3d 1124, 1127  
24 (9th Cir.2010)); *accord Data Disc, Inc. v. Sys. Tech. Assocs., Inc.*, 557 F.2d 1280, 1285  
25 (9th Cir. 1977). To establish a prima facie case, a plaintiff must “demonstrate facts that if  
26 true would support jurisdiction over the defendant.” *Harris Rutsky & Co. Ins. Servs. v. Bell*  
27 *& Clements Ltd.*, 328 F.3d 1122, 1129 (9th Cir. 2003) (quoting *Doe v. Unocal Corp.*, 248  
28 F.3d 915, 922 (9th Cir. 2001)). “Although the plaintiff cannot simply rest on the bare

1 allegations of its complaint, uncontroverted allegations in the complaint must be taken as  
2 true.” *Schwarzenegger*, 374 F.3d at 800 (internal citations and quotation marks omitted).

3 **B. Federal Rule of Civil Procedure 12(b)(5)**

4 “Service of process” is the legal term for the formal delivery of documents—the  
5 summons and complaint—that gives a defendant notice of a pending lawsuit.  
6 *Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 700 (1988). “[S]ervice of  
7 process is the means by which a court asserts its jurisdiction over [a] person.” *S.E.C. v.*  
8 *Ross*, 504 F.3d 1130, 1138 (9th Cir. 2007). “Defendants must be served . . . or there is no  
9 personal jurisdiction.” *Jackson v. Hayakawa*, 682 F.2d 1344, 1347 (9th Cir. 1982). When  
10 a defendant challenges service, the plaintiff bears the burden of establishing its sufficiency.  
11 *See Brockmeyer v. May*, 383 F.3d 798, 801 (9th Cir.2004).

12 Federal Rule of Civil Procedure 4 governs service of process and outlines various  
13 requirements depending on the kind of defendant being served. Fed. R. Civ. P. 4(c)(1).  
14 “Neither actual notice, nor simply naming the person in the caption of the complaint, will  
15 subject defendants to personal jurisdiction if service was not made in substantial  
16 compliance with Rule 4.” *Jackson*, 682 F.2d at 1347 (internal citations omitted).

17 Where a case is removed from state court to federal court, state law governs the  
18 question of whether service of process was sufficient prior to removal. *See Whidbee v.*  
19 *Pearce County State Mun. Ct.*, 857 F.3d 1019, 1023 (9th Cir. 2017). California law requires  
20 service of process to comport with the terms of the Hague Convention on the Service  
21 Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“Hague  
22 Service Convention”) if process is served “[o]utside the United States.” Cal. Civ. Proc.  
23 Code § 413.10(c).

24 Under the Hague Service Convention, because service here was attempted in Ontario  
25 Canada, the Ontario Rules of Civil Procedure govern sufficiency of service. *See*  
26 *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or*  
27 *Commercial Matters art. 5(1)(a)*, Nov. 15, 1965, 20 U.S.T. 361. Specifically, Article 5 of  
28 the Hague Service Convention requires service in a given state to comport with “a method

1 prescribed by [the state’s] internal law for the service of documents in domestic actions  
2 upon persons who are within its territory.” *Id.*

3 Under the Ontario Rules of Civil Procedure, “originating process” can be served  
4 personally or by a specified alternative to personal service. Ontario Rules of Civil  
5 Procedure, R.R.O. 1990, Reg. 194 § 16.01(1). Rules 16.02 and 16.03, respectively,  
6 describe the personal and alternative service standards with respect to individuals and  
7 corporations. *Id.* §§ 16.02, 16.03.

8 Personal service on an individual can be effected “by leaving a copy of the document  
9 with the individual.” *Id.* § 16.02(1)(a). Alternatively, where “an attempt is made to effect  
10 personal service at a person’s place of residence and for any reason personal service cannot  
11 be effected,” service may be effected by:

- 12 (a) leaving a copy, in a sealed envelope addressed to the person, at the  
13 place of residence with anyone who appears to be an adult member of  
the same household; and
- 14 (b) on the same day or the following day mailing another copy of the  
15 document to the person at the place of residence . . . .

16 *Id.* § 16.03(5).

17 Personal service on a corporation can be effected by “leaving a copy of the document  
18 with an officer, director or agent of the corporation, or with a person at any place of  
19 business of the corporation who appears to be in control or management of the place of  
20 business.” *Id.* § 16.02(1)(c). Alternatively, service by mail is permitted “where the head  
21 office, registered office or principal place of business of a corporation . . . cannot be found  
22 at the last address recorded with the Ministry of Government and Consumer Services.” *Id.*  
23 § 16.03(6).

### 24 **III. Analysis**

25 Defendants argue that this Court does not have personal jurisdiction over any of the  
26 Defendants. ECF No. 6 at 9–16; ECF No. 9 at 5–10. Additionally, Defendants argue that  
27 none of the Defendants has been properly served with process. ECF No. 6 at 6–9; ECF No.  
28 9 at 2–5. Plaintiffs argue that the Court has personal jurisdiction over each Defendant and

1 that Plaintiff properly served each Defendant under the Ontario Rules of Civil Procedure.  
2 ECF No. 8 at 5–15.

3 **A. Motion to Dismiss for Lack of Personal Jurisdiction**

4 In opposing Defendants’ motion to dismiss, Plaintiff does not argue that Defendants  
5 are subject to general jurisdiction in California, but rather that Defendants are subject to  
6 specific jurisdiction. *Id.* at 5–12. The Ninth Circuit analyzes specific jurisdiction using a  
7 three-prong test:

8 (1) the non-resident defendant must purposefully direct his activities or  
9 consummate some transaction with the forum or resident thereof; or  
10 perform some act by which he purposefully avails himself of the  
11 privilege of conducting activities in the forum, thereby invoking the  
12 benefits and protections of its laws; (2) the claim must be one which  
13 arises out of or relates to the defendant’s forum-related activities; and  
14 (3) the exercise of jurisdiction must comport with fair play and  
15 substantial justice, i.e. it must be reasonable.

16 *Mavrix Photo*, 647 F.3d at 1227–28 (quoting *Schwarzenegger*, 374 F.3d at 802). A plaintiff  
17 “bears the burden of satisfying the first two prongs.” *Id.* at 1228. If it does so, “the burden  
18 then shifts to [the defendant] to set forth a ‘compelling case’ that the exercise of jurisdiction  
19 would not be reasonable.” *Id.* (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 477  
20 (1985)).

21 **1. Purposeful Availment**

22 The Complaint alleges several meaningful contacts with Plaintiff in California.  
23 Plaintiff’s principal place of business is in California. ECF No. 1-2 ¶ 1. Plaintiff negotiated  
24 the APA with Taskoob from California. *Id.* ¶ 23. Taskoob made the alleged  
25 misrepresentations to Plaintiff while Plaintiff was in California. *Id.* ¶¶ 12–13, 23. Plaintiff  
26 signed the APA in California. *Id.* ¶ 23. Plaintiff performed the APA in California, including  
27 funding an escrow and taking ownership of purchased apps. *Id.* Taskoob sent its  
28 representatives to Plaintiff in California, in order to transfer the computer code to Plaintiff  
pursuant to the APA. *Id.* Indeed, Defendant Mehrain submitted a declaration stating that  
he met with Plaintiff and its agents in California shortly after the APA was executed “for

1 the sole purpose of explaining how to access and compile the source code for the purchased  
2 applications.” ECF No. 6-1 at ¶ 10.

3       Additionally, in responding to the Motion, Plaintiff submitted a declaration stating  
4 that Taskoob hired a negotiator located in California to negotiate the APA on Taskoob’s  
5 behalf and that nearly all the negotiations took place in California. ECF No. 8-2 at ¶ 3.

6       Defendants respond that their contact with Plaintiff was “fortuitous,” ECF No. 9 at  
7 1, and that Defendants’ actions were directed “at Plaintiff” rather than “toward California,”  
8 *id.* at 6. Defendants rely on the Supreme Court’s decision in *Walden v. Fiore*, 571 U.S.  
9 277, 284 (2014), which held that, “[f]or a State to exercise jurisdiction consistent with due  
10 process, the defendant’s suit-related conduct must create a substantial connection with the  
11 forum State.”

12       In *Walden*, a police officer seized cash at the airport in Atlanta, Georgia, from airline  
13 passengers who had connections to Nevada. *Id.* at 279–81, 288–89. The Supreme Court  
14 held that the police officer lacked the minimal contacts with Nevada that were a  
15 prerequisite to the exercise of jurisdiction over him in Nevada. *Id.* at 288. The officer  
16 approached, questioned, and searched the individuals, and seized the cash at issue, in  
17 Georgia. *Id.* But the officer “never traveled to, conducted activities within, contacted  
18 anyone in, or sent anything or anyone to Nevada.” *Id.* at 289. The Court concluded that “it  
19 is the defendant, not the plaintiff or third parties, who must create contacts with the forum  
20 State. . . . Petitioner’s relevant conduct occurred entirely in Georgia, and the mere fact that  
21 his conduct affected plaintiffs with connections to the forum State does not suffice to  
22 authorize jurisdiction.” *Id.* at 291.

23       The facts presented here are different. As discussed above, Defendants negotiated a  
24 \$4.5 million commercial contract with a California-based company, with negotiations,  
25 execution, and performance all occurring partially in California. Defendant used a  
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1 California-based negotiator.<sup>1</sup> One of Taskoob’s two owners, Defendant Mehrain, travelled  
2 to California to meet with Plaintiff in connection with performance under the APA. The  
3 Court concludes that Defendants satisfied the first prong of *Mavrix Photo*, under which  
4 “the non-resident defendant must purposefully direct his activities or consummate some  
5 transaction with the forum or resident thereof; or perform some act by which he  
6 purposefully avails himself of the privilege of conducting activities in the forum, thereby  
7 invoking the benefits and protections of its laws.” *Mavrix Photo*, 647 F.3d at 1227–28; *see*  
8 *Glob. Commodities Trading Grp., Inc. v. Beneficio de Arroz Choloma, S.A.*, 972 F.3d 1101,  
9 1108 (9th Cir. 2020) (“In cases where we have held that a contract between a forum resident  
10 and a non-resident did not give rise to specific jurisdiction in the forum, we have done so  
11 because the business relationship between the parties was fleeting or its center of gravity  
12 lay elsewhere.”); *Harris Rutsky*, 328 F.3d at 1130 (“The purposeful availment requirement  
13 is met if the defendant performed some type of affirmative conduct which allows or  
14 promotes the transaction of business within the forum state.”) (internal quotation marks  
15 omitted).

## 16 **2. *Arises Out Of Or Relates To***

17 Defendants also argue a lack of nexus between Defendants’ forum-related activities  
18 and Plaintiff’s claims. ECF No. 6 at 13–14; ECF No. 9 at 7. Defendants contend that the  
19 “only in-person meeting in California post-dated the finalization of the parties’  
20 agreements.” ECF No. 6 at 14. As described above, this is not Defendants’ only contact  
21 with California. The Complaint alleges that the representations that are the subject of this  
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24 <sup>1</sup> Defendants argue in their reply brief that the Court should disregard the evidence  
25 that Taskoob hired a negotiator in California because that allegation was not included in  
26 the Complaint. ECF No. 9 at 6. But Defendants neither deny this fact nor offer any evidence  
27 to the contrary. The Court may consider this evidence. *See Zeller v. Optavia, LLC*, No. 22-  
28 CV-434-DMS-MSB, 2022 WL 17858034, at \*2 (S.D. Cal. Dec. 22, 2022) (“In resolving a  
Rule 12(b)(2) motion, the court may consider evidence outside the pleadings, including  
affidavits and other materials submitted on the motion.”).



1 lawsuit were made to Plaintiff, a California-based company, while Plaintiff was in  
2 California; and that the contract at issue was negotiated, executed, and performed in part  
3 in California. The Court thus concludes that Plaintiff’s claims “arise[] out of or relate[] to  
4 the defendant’s forum-related activities.” *See Mavrix Photo*, 647 F.3d at 1227–28.

### 5 **3. Reasonableness**

6 Defendants argue that even if Plaintiff were able to satisfy the first two prongs of the  
7 Ninth Circuit’s specific jurisdiction test, the final prong, reasonableness, is not satisfied.  
8 ECF No. 6 at 14–16. The Court disagrees.

9 In making the reasonableness determination, the Ninth Circuit considers the  
10 following seven factors:

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

16 *CE Distrib., LLC v. New Sensor Corp.*, 380 F.3d 1107, 1112 (9th Cir. 2004) (citing *Harris*  
17 *Rutsky*, 328 F.3d at 1132).

18 Here, the first factor is neutral. There is no evidence that Defendants specifically  
19 marketed their mobile applications to Plaintiff or to other California companies.  
20 Nonetheless, Defendants actively sought to develop a business relationship with Plaintiff  
21 through negotiating and executing the APA.

22 The second factor is likewise neutral. Defendants do not argue that litigating in the  
23 United States is burdensome. Indeed, Defendants have sued Plaintiff in the District of  
24 Delaware for breach of contract. Defendants argue that it would be “burdensome” for them  
25 to litigate in two forums at the same time. ECF No. 6 at 15. However, there is no indication  
26 that the burden of defending a lawsuit in federal court in California is any greater for  
27 Plaintiff than the burden of prosecuting a lawsuit in federal court in Delaware.  
28

1 Additionally, Defendants assumed this burden by filing their lawsuit in Delaware months  
2 after the instant action had been filed by Plaintiff.

3 The third factor favors exercising jurisdiction. Defendants do not assert that  
4 litigating this matter in California would create any conflict with the sovereignty of  
5 Canada, Defendants' country of residence.

6 The fourth factor favors exercising jurisdiction. Plaintiff is a California-based  
7 company bringing claims arising from Defendant's contacts with Plaintiff in California.  
8 California has an interest in adjudicating the dispute. The APA contains a provision  
9 allowing, but not requiring, suit to be brought in state or federal court in Delaware. ECF  
10 No. 6 at 15.

11 The fifth factor favors exercising jurisdiction. In evaluating where the dispute can  
12 be most efficiently resolved, the Ninth Circuit primarily looks at where the witnesses and  
13 the evidence are likely to be located. *Menken v. Emm*, 503 F.3d 1050, 1060–61 (9th Cir.  
14 2007). Although Plaintiff is incorporated in Delaware, witnesses and evidence relevant to  
15 the representations made by Defendants are more likely to be located in California than in  
16 Delaware.

17 The sixth factor favors exercising jurisdiction. Plaintiff chose to litigate in the forum  
18 where its business and witnesses are located.

19 The seventh factor is neutral. Although there is a pending lawsuit between the same  
20 parties relating to the same agreement in another forum, the instant action was filed first,  
21 such that that Defendants could reasonably expect to defend this action here.

22 The majority of the factors weigh in favor of exercising jurisdiction. For the Court  
23 to decline the exercise of personal jurisdiction due to unreasonableness would require the  
24 Defendant to "present a compelling case that the presence of some other considerations  
25 would render jurisdiction unreasonable." *See Burger King*, 471 U.S. at 477. Defendants  
26 have not carried their burden here.

27 Accordingly, the Court denies Defendants' motion to dismiss for lack of personal  
28 jurisdiction.

1           **B.     Motion to Dismiss for Insufficient Service**

2           Defendants argue that Plaintiff did not satisfy the personal or alternative standards  
3 of service under the Ontario Rules of Civil Procedure with respect to any of the Defendants.  
4 ECF No. 9 at 2–5. Plaintiff argues that alternative service under Rule 16.03(5) was effected  
5 with respect to Defendants Mehrain and Geramianfar (ECF No. 8 at 14–15), and that both  
6 the personal and alternative service standards are satisfied with respect to Defendant  
7 Taskoob. *Id.* at 14.

8                   **1.     Defendant Mehrain**

9           Plaintiff does not claim that Defendant Mehrain was personally served.<sup>2</sup> Rather,  
10 Plaintiff asserts that the alternative service standard under the Ontario Rules of Civil  
11 Procedure Rule 16.03(5) was satisfied by leaving a copy of the Summons and Complaint  
12 with Defendant Mehrain’s mother, Mahvash Mehrain, at 59 Baltic Street; and by mailing  
13 another copy to the same address. ECF No. 8 at 14–15. Plaintiff states that this alternative  
14 method of service was used only after personal service on defendant Mehrain was  
15 attempted three times. *Id.* at 15.

16           Defendants contend that the alternative service standard was not satisfied here  
17 because Defendant Mehrain does not reside at 59 Baltic Street. ECF No. 9 at 4. Defendants  
18 offer a declaration from Defendant Mehrain stating that as of January 30, 2023 (the date  
19 that his mother was served), he did not live at 59 Baltic Street, and has not lived there since  
20 then. ECF No. 6-1 ¶ 13. They also offer a declaration from Ms. Mahvash Mehrain stating  
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24 <sup>2</sup>           The proof of service attached to Plaintiff’s Complaint indicated that the process  
25 server personally served both Defendants Mehrain and Geramianfar. ECF No. 1-4.  
26 However, in its opposition to the pending Motion, Plaintiff included updated proofs of  
27 service, which Plaintiff obtained from its process server after Defendants’ counsel  
28 contacted Plaintiff’s counsel and stated that Defendants had not been served. ECF No. 8 at  
4. These updated proofs of service indicate that Defendants Mehrain and Geramianfar were  
served by “substituted service,” not “personal service.” *See* ECF Nos. 8-10, 8-11.

1 that this is her home; that she has never been in any way affiliated with Taskoob; and that  
2 her son no longer lived at the address in January 2023. ECF No. 6-5 ¶¶ 4, 5, 11.

3 The documentary evidence undermines these declarations. As set forth in Canadian  
4 public filings, Taskoob is an active corporation, incorporated in 2018. ECF No. 8-5 at 1. It  
5 has two directors, Defendants Mehrain and Geramianfar. *Id.* at 2. The address of the  
6 corporation is 59 Baltic Street, Richmond Hill, Ontario, Canada. ECF No. 8-6 at 1.  
7 Defendant Mehrain has the same address as the corporation, while Defendant Geramianfar  
8 has the address of 56 George Kirby Street, Vaughan, Ontario, Canada. *Id.* The form  
9 containing these addresses was signed by Defendant Mehrain. *Id.*

10 Additionally, the complaint filed by Taskoob in Delaware attaches the APA as an  
11 exhibit. ECF No. 8-13 at 9. The APA is dated as of September 28, 2022. *Id.* It identifies  
12 Taskoob’s address as 59 Baltic Street, and identifies Defendants Mehrain and Geramianfar  
13 as Taskoob’s founders. *Id.* The APA provides that all notices to Taskoob shall be made to  
14 Taskoob at 59 Baltic Street, and includes both Defendants Mehrain and Geramianfar as  
15 addressees at that same address for purposes of receiving notice. *Id.* at 27. The APA was  
16 signed by Defendant Mehrain as well as the other parties. *Id.* at 30.

17 In short, Taskoob’s address is, and at all relevant times has been, 59 Baltic Street.  
18 Defendant Mehrain represented in Canadian corporate filings that this was his address too,  
19 and in December 2022, signed the APA similarly identifying that address as his own. This  
20 address belongs to his mother, who lives there. Defendants are asking the Court to accept  
21 that Defendant Mehrain moved out, but that the house where Ms. Mehrain lives continues  
22 to serve as the business address of Taskoob—even though Ms. Mehrain herself has no  
23 affiliation with the company. The Court rejects this apparent gamesmanship and concludes,  
24 based on Defendant Mehrain’s own signed statements and Taskoob’s corporate filings, that  
25 for purposes of service of process, 59 Baltic Street is Defendant Mehrain’s “place of  
26 residence.”

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1                   **2. Defendant Geramianfar**

2                   In contrast, the record does not reflect that Defendant Geramianfar resides or has  
3 ever resided at 59 Baltic Street. Although the APA identifies him as an addressee at that  
4 location, this fact—when considered in connection with corporate records reflecting that  
5 59 Baltic Street is his co-founder’s address and that Defendant Geramianfar lives at a  
6 different address—is insufficient to establish that 59 Baltic Street is his “place of  
7 residence.” That service is ineffective and will be quashed. *See Pathak v. Omaha Steaks*  
8 *Intern., Inc.*, No. CV 10-7054, 2011 WL 1152656, at \*1 (C.D. Cal. Mar. 28, 2011) (“If the  
9 Court determines that the plaintiff has not properly served the defendant in accordance with  
10 Federal Rule of Civil Procedure 4, the Court has discretion to either dismiss the action for  
11 failure to effect proper service, or instead retain the action and quash the ineffective service  
12 that has been made on the defendant in order to provide the plaintiff with the opportunity  
13 to properly serve the defendant.”).

14                   In cases removed from state court, a plaintiff may serve process after removal if  
15 service of process was defective or was not attempted before removal. *Whidbee*, 857 F.3d  
16 at 1023 (holding that the Federal Rules of Civil Procedure apply to a civil action after  
17 removal). Rule 4, which governs service of process in a civil action after removal, is “a  
18 flexible rule that should be liberally construed so long as a party receives sufficient notice  
19 of the complaint.” *Id.* (quoting *Direct Mail Specialists, Inc. v. Eclat Computerized Techs.,*  
20 *Inc.*, 840 F.2d 685, 688 (9th Cir. 1988)).

21                   While Rule 4(m) generally provides the applicable time limit within which service  
22 has to be effected, it “does not apply to service in a foreign country[.]” Fed. R. Civ. P.  
23 4(m); *Lucas v. Natoli*, 936 F.2d 432, 432 (9th Cir. 1991) (holding that the requirement of  
24 service within the time limit prescribed by Rule 4 was inapplicable to service in a foreign  
25 country). Accordingly, the Court grants Plaintiff leave to serve Defendant Geramianfar  
26 within sixty (60) days from the date of this Order. In the event that Plaintiff fails to effect  
27 service within this period, Defendants may renew their motion to dismiss for lack of service  
28 of process as to Defendant Geramianfar.

1                   **3. Defendant Taskoob**

2                   The personal service standard for a corporation under the Ontario Rules of Civil  
3 Procedure Rule 16.02(1)(c) requires “leaving a copy of the document with an officer,  
4 director or agent of the corporation, or with a person at any place of business of the  
5 corporation who appears to be in control or management of the place of business.” Ontario  
6 Rules of Civil Procedure, R.R.O. 1990, Reg. 194 § 16.02(1)(c). Plaintiff contends that this  
7 requirement was fulfilled by leaving the Summons and Complaint with Defendant  
8 Mehraïn’s mother, Ms. Mehraïn, the only adult present at Taskoob’s registered address.  
9 ECF No. 8 at 14.

10                  Defendants argue that leaving the Summons and Complaint with Ms. Mehraïn was  
11 not sufficient to effect personal service on Taskoob because Ms. Mehraïn has never been  
12 professionally affiliated with Taskoob nor ever been authorized to accept service on behalf  
13 of Taskoob. ECF No. 6 at 8; ECF No. 9 at 3. As discussed above, the Court concludes that  
14 59 Baltic Street is the business address of Taskoob. Ms. Mehraïn identifies this address as  
15 “my home,” ECF No. 6-5 ¶ 5, and she was the person present when service was attempted,  
16 *id.* ¶ 7. It follows that she was “a person at any place of business of the corporation” who  
17 appeared to be in control or management of “the place of business,” whether or not she  
18 appeared to be in control of Taskoob as a company.<sup>3</sup> Accordingly, personal service under  
19 Rule 16.02(1)(c) has been properly effected with respect to Defendant Taskoob.

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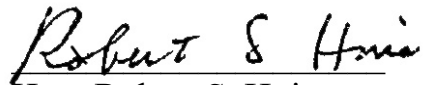
26  
27 <sup>3</sup> Ontario courts have interpreted Rule 16.02(1)(c) to require “service on a person who  
28 ‘appears’ to be in control or management of *the premises*.” *Darlind Const., Inc. v. Rooflifters, LLC*, 2009 CanLII 13617, para. 28 (Can. Ont. Sup. Ct. J.) (emphasis added).

1 **IV. Conclusion**

2 For the foregoing reasons, Defendants' motion to dismiss is **DENIED**. ECF No. 6.  
3 Service of process as to Defendant Geramianfar is **QUASHED**; the Court **GRANTS**  
4 Plaintiff leave to serve Defendant Geramianfar within sixty (60) days from the date of this  
5 Order.

6 **IT IS SO ORDERED.**

7 Dated: June 9, 2023

  
8 Hon. Robert S. Huie  
9 United States District Judge

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