JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.: 2:22-cv-00928-SB-AFM	Date: July 11, 2022

Title: *Esmaeel Afifeh et al. v. Farid Shekarchian Ahmadabadi et al.*

Present: The Honorable	**STANLEY BLUMENFELD, JR., U.S. District Judge**
Jennifer Graciano Deputy Clerk	N/A Court Reporter
Attorney(s) Present for Plaintiff(s): None Appearing	Attorney(s) Present for Defendant(s): None Appearing

Proceedings: ORDER GRANTING MOTION TO DISMISS [Dkt. No. 73]

This case involves the allegedly illegal online streaming of a copyrighted Farsi-language television series owned by Plaintiffs Esmaeel Afifeh and Hasan Fathi on Iranproud, a streaming website owned and operated by Defendants Omid Shekarchian Ahmadabadi and Proud Holding LLC (Proud Holding).[1] Defendants move to dismiss Plaintiffs' claims for lack of personal jurisdiction and improper venue. As the Court determines that personal jurisdiction is lacking, Defendants' motion to dismiss is **granted**.

[1] Plaintiffs also named Proud LLC, a purported Canadian entity, as a Defendant in this action, *see* Dkt. No. 1, and several prior orders by this Court made reference to Proud LLC, *see, e.g.,* Dkt. Nos. 12, 37. Defendants contend that they have no relation to Proud LLC. Dkt. No. 73-1 (Mot.) at 2 n.1. Plaintiffs offer no response in their opposition. Accordingly, Proud LLC appears to have been named in error and is **dismissed**. All references to "Defendants" in this order thus refer only to Ahmadabadi and Proud Holding.

I.

Plaintiffs jointly own the federally registered copyright to the Farsi-language television series "Jeyran" (the Series). Dkt. No. 5 at 1. Ahmadabadi, a Colorado resident, and Proud Holding, a Colorado limited liability company (LLC) controlled by Ahmadabadi, operate Iranproud, which streams Farsi-language entertainment content for free and allegedly without creators' consent. *Id.* Defendants generate revenue by selling advertising space on Iranproud. *Id.* at 4. The Series was scheduled to be released worldwide on licensed streaming platforms on February 13, 2022. *Id.* at 2. A month before the release, Plaintiffs learned that Iranproud was promoting the Series for release on the same day and displaying a teaser clip from the Series to generate interest. *Id.* at 4.

Plaintiffs requested that Defendants remove the infringing content from Iranproud or promise they would not illegally stream the Series, but Defendants refused. Plaintiffs filed an ex parte application for a temporary restraining order (TRO) and an order to show cause (OSC) why a preliminary injunction should not issue, Dkt. No. 5, which the Court granted two days later, Dkt. No. 12. The Court continued the preliminary injunction hearing until March 11, 2022 to allow Ahmadabadi to secure local counsel. Dkt. No. 20. Two days before the continued hearing, Defendants filed a motion to dismiss for lack of personal jurisdiction and improper venue. Dkt. No. 32. At the hearing, the Court "informed Defendants that, on the record presented, it appeared likely that personal jurisdiction was proper." Dkt. No. 37 at 2. However, because of factual uncertainties and in reliance on representations made by defense counsel at the hearing, the Court ordered the parties to conduct jurisdictional discovery until May 13, 2022 on whether Defendants purposefully directed their activities at, or purposefully availed themselves of, California. *Id.* The Court also continued the hearing on Plaintiff's preliminary injunction motion and Defendants' motion to dismiss and, with the parties' agreement, extended the TRO through the hearing date. *Id.* Defendants filed an amended motion to dismiss. Mot.; *see also* Dkt. Nos. 77 (Opp.), 79 (Reply). The Court heard oral argument on July 8, 2022.

II.

Under Federal Rule of Civil Procedure 12(b)(2), defendants may move to dismiss for lack of personal jurisdiction. A plaintiff opposing such a motion bears the burden of establishing jurisdiction. *Ranza v. Nike, Inc.*, 793 F.3d 1059, 1068 (9th Cir. 2015). "Where, as here, the defendant's motion is based on written materials rather than an evidentiary hearing, the plaintiff need only make a prima

facie showing of jurisdictional facts to withstand the motion to dismiss." *Id.* (cleaned up). A plaintiff cannot simply rest on the bare allegations of its complaint, but uncontroverted allegations in the complaint are taken as true and conflicts in the evidence are resolved in the plaintiff's favor. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800 (9th Cir. 2004).

III.

Plaintiffs assert that Defendants are subject to both general and specific jurisdiction in California. Neither assertion has merit.

A.

A plaintiff asserting general jurisdiction must meet an "exacting standard" for the minimum contacts required. *CollegeSource v. AcademyOne, Inc.*, 653 F.3d 1066, 1074 (9th Cir. 2011). General jurisdiction "requires affiliations so continuous and systematic as to render the foreign corporation essentially at home in the forum State, *i.e.*, comparable to a domestic enterprise in that State." *Daimler AG v. Bauman*, 571 U.S. 117, 133 n.11 (2014) (cleaned up). Such contacts must be "constant and pervasive." *Id.* at 122. The "paradigmatic locations" where general jurisdiction is appropriate over a corporation are its place of incorporation and its principal place of business. *Ranza*, 793 F.3d at 1069. "Only in an exceptional case will general jurisdiction be available anywhere else." *Martinez v. Aero Caribbean*, 764 F.3d 1062, 1070 (9th Cir. 2014) (internal quotation marks omitted).

Ahmadabadi is domiciled in Colorado. Proud Holding—whose only known member is Ahmadabadi—is an LLC organized under the laws of Colorado. Plaintiffs have adduced no evidence that Proud Holding is registered to do business in California, nor any evidence that either Ahmadabadi or Proud Holding has a mailing address in California, owns or leases any property in California, or files any tax returns in California. Nonetheless, Plaintiffs argue that Defendants have "continuous and substantial commercial contacts" in California. Opp. at 12. This argument is plainly meritless. There is no evidence that Defendants' contacts with California approximate physical presence in the forum. *See In re W. States Wholesale Natural Gas Antitrust Litig.*, 715 F.3d 716, 741 (9th Cir. 2013). Because Plaintiffs cannot show that Defendants are "at home" in California, Defendants are not subject to general jurisdiction in this state. *See, e.g.*, *BackGrid USA. Inc. v. Modern Notoriety Inc.*, No. CV 21-03318-RSWL (PDx), 2021 WL 4772474, at *4 (C.D. Cal. Sept. 15, 2021) (finding no general jurisdiction over a

defendant who had no paid employees, financial accounts, business activity, leases, phones, property, or "other presence" in California).

B.

Plaintiffs' reliance on specific jurisdiction ultimately fares no better in light of the more developed record presented in support of this motion.

In the Ninth Circuit, courts employ a three-part test to determine whether a nonresident defendant has the requisite "minimum contacts" with the forum to warrant the exercise of specific personal jurisdiction. *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945). First, the defendant must either "purposefully direct" its activities toward the forum or "purposefully avail" itself of the privileges of conducting activities in the forum; second, the claim must arise out of the defendant's forum-related activities; and third, the exercise of jurisdiction must be reasonable. *Axiom Foods, Inc. v. Acherchem Int'l, Inc.*, 874 F.3d 1064, 1068 (9th Cir. 2017). Where, as here, "allegedly tortious conduct takes place outside the forum and has effects inside the forum," courts examine purposeful direction under the first prong using an "effects" test. *AMA Multimedia, LLC v. Wanat*, 970 F.3d 1201, 1208 (9th Cir. 2020) (applying the effects test in a copyright and trademark infringement case); *see also Mavrix Photo, Inc. v. Brand Techs., Inc.*, 647 F.3d 1218, 1228 (9th Cir. 2011) (same). This test requires the plaintiff to show that the defendant "(1) committed an intentional act, (2) expressly aimed at the forum state, (3) causing harm that the defendant knows is likely to be suffered in the forum state." *Axiom Foods*, 874 F.3d at 1069 (internal quotation marks omitted).

A brief recitation of the procedural history is necessary to place in context the decision on this motion to dismiss. Plaintiffs asserted in their successful TRO application that Defendants purposefully availed themselves of California by "solicit[ing] business in California that led to contract negotiations or transaction of business by providing confirmation to Plaintiffs' counsel that they sell and have sold advertisement material in California." Dkt. No. 5 at 7. Rouzbeh Zarrinbakhsh, Plaintiffs' counsel, represented in a supporting declaration that he contacted the Iranproud website on January 30, 2021 and asked if the website "sell[s] advertising slots in California." Dkt. No. 5-1 ¶ 4. Zarrinbakhsh further represented that Iranproud's "agent," the Canadian company Signage One, Inc. (Signage One), confirmed that Iranproud offers advertising slots in California, sent him various advertising packages available on Iranproud, and proceeded to follow

up with him multiple times by phone and text message to secure an advertising contract. *Id.* Ex. B; *see also* Dkt. Nos. 31-3 at 6, 31 at 7.

The Court subsequently considered the issue of personal jurisdiction in the context of Plaintiffs' preliminary injunction application and tentatively found the exercise of specific personal jurisdiction over Defendants to be proper in California. In its tentative, the Court cited three reasons: (1) the alleged efforts by Defendants' purported agent, Signage One, to sell advertising slots on Iranproud to Zarrinbakhsh with the knowledge that he was located in California; (2) Iranproud offers Farsi-language entertainment content, which appeals to California's Farsi-speaking population, the nation's largest; and (3) Iranproud includes on its website targeted advertisements featuring California businesses.[2] On the limited record presented in the preliminary injunction briefing, the Court considered no one reason sufficient on its own to satisfy the first prong of the "minimum contacts" test, but found them arguably sufficient when taken collectively.

The most important of the three arguments relied on by the Court was the interactions between Zarrinbakhsh and Signage One, the purported "agent" of Defendants. At the preliminary injunction hearing, however, defense counsel represented that Defendants do not use any agents, including Signage One, to sell advertising space on Iranproud to California residents. Dkt. No. 37 at 2. Defense counsel also represented that the communications between Signage One and Zarrinbakhsh—in which Signage One attempted on several occasions to sell advertising to Plaintiffs via phone and text message—were in fact only a "one-off" occurrence. *Id.* The Court ordered jurisdictional discovery to clarify this issue.[3]

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[2] In their opposition, Plaintiffs cite and attach a copy of the Court's tentative ruling. Plaintiffs' reliance on the tentative order is unavailing for two reasons: first, the order was "tentative"; and second, the tentative order did not have the benefit of the argument at the hearing and the subsequently developed record on personal jurisdiction. The Court **orders** that the tentative order—Dkt. No. 77-3—be **sealed**.

[3] Plaintiffs allege that Defendants acted in bad faith during jurisdictional discovery. The record does not support this allegation. To the extent that Plaintiffs genuinely believed that Defendants had abused discovery, they should have raised the issue(s) with the assigned magistrate judge. Judge MacKinnon, who did hear discovery disputes, did not make a finding of misconduct. Plaintiffs now claim that Defendants "declined to provide any documents besides two redacted contracts" and that Defendants' discovery responses "contain numerous boilerplate objections." Dkt. No. 77-1 ¶ 6. But Plaintiffs cite no documentary evidence of the

The results of jurisdictional discovery and the subsequent development of the record—along with additional briefing—revealed both factual and legal flaws in Plaintiffs' reliance on the actions of Signage One to establish personal jurisdiction over Defendants in California. Defendants produced the contract between Proud Holding and Signage One for the sale of advertisements on the Iranproud website. *See* Dkt. No. 73-8.[4] Pursuant to the contract, Proud Holding, in exchange for a flat monthly rental fee, "allocate[s] and dedicate[s] up to 10 advertising slots" on Iranproud to Signage One "as the sole and exclusive user of these dedicated advertising panels." *Id.* at 2. Signage One is authorized to use the advertising slots at its "sole discretion" and "is not required to obtain any consent from Proud Holding under [any] circumstances." *Id.* at 2-3. As for Proud Holding, it has "no right to the content of the ads placed in these dedicated frame panels" and has "no right to collect, share or claim any advertising revenue" from sales generated by Signage One. *Id.* at 3.

The contract between Proud Holding and Signage One also makes clear that no agency relationship existed between the parties. It states that "[n]one of the Parties or their respective Affiliates shall have the authority to act as the agent for or on behalf of, or enter into any document legally binding upon, or incur any expense or disbursement upon, the other Party or its Affiliates." *Id.* at 3. It further disclaims any intent to "create any associations, partnership, joint venture or the relationship of principal and agent." *Id*. Beyond these unambiguous clauses, the rest of the contract reinforces this point, repeatedly stating that Proud Holding has no control over the advertisements sold by Signage One on Iranproud. Under the contract, Signage One simply pays Proud Holding a fee to rent advertising space, which Signage One is then free to use without any input, direction, or control on the part of Proud Holding. Moreover, Plaintiffs have submitted no evidence that

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purported refusal, nor have they filed any of the challenged discovery responses. Plaintiffs also allege that Ahmadabadi "failed to respond to pertinent and basic questions" in his deposition. *Id.* ¶ 8. The Court is not persuaded that the alleged failures rise to the level of abuse. The Court also notes that Plaintiffs were not diligent in conducting the authorized discovery, waiting for more than a month to serve discovery requests. Such delay creates needless pressure by allowing less time to resolve differences informally, if possible, and by litigation, if necessary.

[4] This docket entry refers to the operative agreement, dated September 17, 2021. This contract superseded the previous contract, dated January 2, 2021, which is identical in all respects except payment terms. Dkt. No. 73-7.

Proud Holding and Signage One, contrary to the plain terms of their agreement, operate as principal to agent.

In these circumstances, Plaintiffs cannot rely on the actions of Signage One to establish personal jurisdiction over Defendants. *See AMA Multimedia*, 970 F.3d at 1211 (no jurisdiction where the defendant "does not personally control the advertisements shown on the site, as [the website host] contracts with third parties . . . which tailor the advertisements themselves or sell the space to other parties who do"). While the Supreme Court has "left open the question of whether an agency relationship might justify the exercise of specific jurisdiction," the Ninth Circuit has concluded that even assuming that an agent's actions can create specific jurisdiction, "the [principal] must have the right to substantially control its [agent's] activities." *Williams v. Yamaha Motor Co. Ltd.*, 851 F.3d 1015, 1023 (9th Cir. 2017) (citing *Daimler*, 571 U.S. at 135 n.13).[5] As discussed, Plaintiffs have adduced no evidence to show that Defendants exercise *any* control—let alone substantial control—over Signage One. Thus, Signage One's actions are not capable of conferring specific jurisdiction over Defendants. *See Williams*, 851 F.3d at 1025 (declining to exercise specific personal jurisdiction under a purported agency theory where the appellants "neither allege[d] nor otherwise show[ed] that [the alleged principal] had the right to control [the alleged agent's] activities in any manner at all"); *see also Ratha v. Phatthana Seafood Co.*, No. 18-55041, 2022 WL 1750258, at *10 (9th Cir. Feb. 25, 2022) (rejecting specific personal jurisdiction argument premised on an agency theory where "none of the evidence in the record supports the inference that [the alleged principal] exercised control over [the alleged agent]'s purchasing, marketing, sales, and customer-relations activities").

In the alternative, Plaintiffs contend that Signage One is a corporate fiction controlled by Ahmadabadi and Proud Holding, asserting "that it was the Defendants themselves that contacted Mr. Zarrinbakhsh and not a separate entity (Signage One)." Opp. at 2. Plaintiffs base this allegation on two documents. The first document is a wireless bill from AT&T associated with the phone number used to text Mr. Zarrinbakhsh in January 2021 on the unrelated advertising matter. Dkt. No. 77-4. Plaintiffs allege that this number, which purportedly belongs to

[5] The Supreme Court in *Daimler* held that an agent's contacts with a forum state could not create on behalf of the principal general jurisdiction in that forum. 571 U.S. at 136 (holding that it was error to find general jurisdiction over a parent company in California even if its subsidiary was at home in California and even if the subsidiary's contacts could be imputed to the parent).

Signage One, is "registered under Defendants' address and email." Opp. at 6. The second document is a screenshot of a Zelle mobile banking account associated with the same phone number showing that the account is associated with "Proud Holding LLC." Dkt. No. 77-5. According to Plaintiffs, these documents "unequivocally show" that Signage One and Proud Holding are one and the same. Opp. at 6.

Defendants claim that this evidence does not show that Signage One is Defendants' alter ego. As to the AT&T bill, Defendants explain that the subscriber is TeleOneTen, a Denver-based phone store in which Ahmadabadi has an interest but which is unrelated to this lawsuit. Reply at 9; Dkt. No. 79-1 ¶ 2. Defendants argue that the fact that Amir Soleimani, Signage One's principal, obtained an American phone number from Ahmadabadi's phone store does not demonstrate a unity of identity. Reply at 9. As to the Zelle account, Defendants argue that it was "happenstance" that caused Signage One's phone number to be associated with Proud Holding's Zelle Account. *Id.* According to Defendants, Ahmadabadi was in Canada for business and met with Soleimani as part of that trip. Ahmadabadi allegedly needed to make "an urgent payment" using Proud Holding's bank account, but could not use his personal phone number to create a Zelle account to make the payment because his number was already associated with another Zelle account. *Id.* Thus, Ahmadabadi "borrowed" Soleimani's phone number—the same number that texted Zarrinbakhsh on behalf of Signage One in January 2021—to associate with Proud Holding's bank account. *Id.* at 10.

The AT&T bill and the Zelle account arguably raise questions about the relationship between Defendants, Signage One, and its principal Soleimani. Merely raising questions, however, is generally insufficient to surmount the "presumption of corporate separateness that must be overcome by clear evidence" in order to "invoke the alter ego theory of personal jurisdiction." *Calvert v. Huckins*, 875 F. Supp. 674, 678 (E.D. Cal. 1995) (quoting *Escude Cruz v. Ortho Pharm. Corp.*, 619 F.3d 902, 905 (1st Cir. 1980)); *see also Reynolds v. Binance Holdings Ltd.*, 481 F. Supp. 3d 997, 1005 (N.D. Cal. 2020) ("To sufficiently allege a theory of alter ego, however, a plaintiff must offer more than labels and conclusions—factual allegations must be enough to raise a right to relief above the speculative level.") (internal citation and quotation marks omitted).

But this evidence fails to establish jurisdiction for a more fundamental reason. For specific jurisdiction to exist, "the claim [must] arise[] out of or relate[] to the defendant's forum-related activities." *Williams*, 851 F.3d at 1023 (cleaned up). At his deposition, Zarrinbakhsh admitted that his contact with Signage One

about buying advertising space on Iranproud "was on behalf of a different client in connection with an unrelated matter." Dkt. No. 73-3 ¶ 5. This contact occurred over a year before the complaint in this action was filed and nearly a year before the Series was federally copyrighted. *See* Dkt. No. 5-1 at 7. Thus, even if Signage One were acting as Defendants' agent or were the alter ego of Defendants, this unrelated contact would not establish specific jurisdiction in this case. *See Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011) ("In contrast to general, all-purpose jurisdiction, specific jurisdiction is confined to adjudication of issues deriving from, or connected with, the very controversy that establishes jurisdiction.") (internal quotation marks omitted); *see also NationalEFT, Inc. v. Checkgateway, L.L.C.*, No. 12cv1498–WQH–JMA, 2013 WL 593759, at *9 (S.D. Cal. Feb. 15, 2013) ("The allegations and evidence that [the defendant] does business with California businesses unrelated to the contract at issue are not sufficient to confer specific personal jurisdiction."). Nor would the limited contacts with Zarrinbakhsh—involving an unsolicited, unsuccessful, and unrelated attempt to sell advertising space on Iranproud—be sufficient to show purposeful availment in any event. *See, e.g., Coast Equities, LLC v. Right Buy Props., LLC*, 701 Fed. App'x 611, 613 (9th Cir. 2017) (holding that one-off contract negotiations occurring only by phone and e-mail did not constitute purposeful availment); *see also Boschetto v. Hansing*, 539 F.3d 1011, 1019 (9th Cir. 2008) (holding that a California court lacked personal jurisdiction in a dispute over a "one-time contract for the sale of a good that involved the forum state only because that is where the purchaser happened to reside.").

The two remaining grounds offered in support of personal jurisdiction are likewise unavailing under Ninth Circuit law. Plaintiffs first rely on the fact that Iranproud offers Farsi-language entertainment content, which appeals to California's large Farsi-speaking population. The Ninth Circuit test for purposeful availment, however, requires more than merely offering entertainment on a website in a language spoken by many residents of that forum. *See Mavrix Photo*, 647 F.3d at 1230 (finding express aiming where the defendant "operated a very popular website with a specific focus on the California-centered celebrity and entertainment industries"). A large Farsi-speaking population is not unique to California; many countries (and cities outside California) have such populations. This cuts heavily against a finding that Iranproud's catalogue of Farsi-language content is expressly aimed at California. *See AMA Multimedia*, 970 F.3d at 1210 (holding that pornography website was not expressly aimed at the United States because "the market for adult content is global" and thus the website "lack[ed] a forum-specific focus"). Accordingly, the mere fact that Farsi-language content "might be popular with some California residents" is plainly insufficient, without

more, to demonstrate express aiming. *DFSB Kollective Co. v. Bourne*, 897 F. Supp. 2d 871, 883 (N.D. Cal. 2012) (rejecting argument that the defendant's website, which made Korean-language songs available for illegal download, targeted the California market even though California has a large Korean-speaking population); *see also AMA Multimedia*, 970 F.3d at 1210 ("Although [the defendant] may have foreseen that [his website] would attract a substantial number of viewers in the United States, this alone does not support a finding of express aiming.").

Plaintiffs next rely on the use of geo-targeted advertisements, which has the effect of featuring California businesses to those who watch streaming content on Iranproud from California. Once again, Plaintiffs' reliance cannot be squared with Ninth Circuit law. The court held in *AMA Multimedia* that such advertisements were insufficient to constitute express aiming in the absence of any "other indicia" that the website's content was "tailored . . . to attract . . . traffic" from the forum. 970 F.3d at 1211. No "other indicia" are present here. Plaintiffs attempt to distinguish this case from *AMA Multimedia* by asserting that they "have obtained information that clearly show[s] that Defendants direct and have set up specific target locations on Google AdSense for their platforms' advertising space to target California." Opp. at 3. For this assertion, Plaintiffs rely on two recent documents their counsel apparently obtained from a public website about the use of Google AdSense: the first is a 2022 screenshot of a Google AdSense page titled "Target ads to geographic locations," providing general information about the advertising program, Dkt. No. 77-8; and the second purports to show the use of that program in 2022 by an unrelated company that chose to advertise in California, Dkt. No. 77-9. [6] Plaintiffs have not established that these documents are relevant, as they fail to show that the 2022 Google AdSense program applies to Defendants, much less that Defendants exploited any available targeting option. Ahmadabadi states, without contradiction, that Google AdSense was used on Iranproud "long before [he] began managing" Proud Holding "in mid-2020" and that he has "not taken any action to change Google Ad[S]ense's settings for geolocation advertising" on Iranproud. Dkt. No. 79-1 ¶ 11. Because there is no evidence that Defendants took any affirmative action to target California through focused advertising, Plaintiffs have not shown that *AMA Multimedia* is distinguishable. *See Sinatra v. Nat'l Enquirer, Inc.*, 854 F.2d 1191, 1195 (9th Cir. 1988) (holding that purposeful availment

[6] Citing these two documents as evidence of targeting California, Plaintiffs' counsel repeated this argument at the hearing.

requires that the defendant "have performed some type of affirmative conduct" targeted at the forum state).

At bottom, the inadequacy of Plaintiffs' arguments for the exercise of specific jurisdiction over Defendants is demonstrated by comparing the facts of this case to those in *AMA Multimedia*. In that case, the defendant

> operate[d] a website . . . which . . . attracted nearly 20% of its user base and, as a result, substantial advertising profits from the United States market; utilized domain name servers (DNS) of a United States company that specifically brands itself as increasing internet speeds in the United States; and employed Terms of Service that invoked the protections of United States law.

970 F.3d at 1218 (Gould., J., dissenting). Here, by contrast, Plaintiffs have adduced no evidence of the percentage of Iranproud's visitors that are from California,[7] nor have they offered evidence of Iranproud's advertising profits, domain name servers, or any contractual agreements entered into with California residents. In light of the jurisdictional facts that the Ninth Circuit found insufficient to constitute express aiming in *AMA Multimedia*, it is apparent that the facts of this case—which are considerably weaker—are insufficient as well.

IV.

For the foregoing reasons, the Court **grants** Defendants' motion to dismiss for lack of personal jurisdiction. The Court **denies as moot** Defendants' motion to dismiss for improper venue. Because the Court does not have jurisdiction over Defendants, the TRO is dissolved and Plaintiffs' request for a preliminary injunction is **denied**. *See* *Paccar Int'l, Inc. v. Com. Bank of Kuwait, S.A.K.*, 757 F.2d 1058, 1061 (9th Cir. 1985) (vacating order granting preliminary injunction because the district court lacked personal jurisdiction over the defendant). Defendants' pending motion to quash or modify a subpoena, Dkt. No. 95, is **denied as moot**.

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[7] Plaintiffs attached an exhibit to their TRO application reply brief that purports to show a breakdown of visitors to Iranproud on a country-by-country basis. Dkt. No. 31-4 at 4. While the exhibit shows that a plurality (36.4%) of Iranproud's visitors are from the United States, it contains no statistics on visitors broken down by state.