

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

**Integrity Medical Product Solutions, LLC v. Seroclinix Corporation,
a Delaware Corporation, et al.**

Integrity Medical · No. 22-cv-00785-BAS-BLM · Decided October 22, 2025

OPINION

Integrity Medical Product Solutions, LLC v. Seroclinix Corporation, a Delaware Corporation, et.
al.

PER CURIAM.

1 2 3 4 5 6 7 8 9 10

11 UNITED STATES DISTRICT COURT

12 SOUTHERN DISTRICT OF CALIFORNIA

13 14 INTEGRITY MEDICAL PRODUCT Case No. 22-cv-00785-BAS-BLM

SOLUTIONS, LLC,

15

ORDER GRANTING THIRD-PARTY

Plaintiff,

16 DEFENDANT HONU

v. MANAGEMENT GROUP, LLC’S

17

MOTION TO DISMISS (ECF No. 88)

SEROCLINIX CORPORATION, a

18 Delaware Corporation, et. al, 19 Defendants. 20

SEROCLINIX CORPORATION, a

21 Delaware Corporation, and SEROCLINIX CORPORATION, a Canadian 22 Corporation, 23

Third-Party Plaintiffs, 24 v. 25

HONU MANAGEMENT GROUP, LLC,

26 an Arizona Limited Liability Company, 27 Third-Party Defendant. 28 1 Presently before the

Court is Third-Party Defendant Honu Management Group, 2 LLC’s motion to dismiss the

amended complaint filed by Third-Party Plaintiffs Seroclinix 3 Corporation, a Delaware

corporation (“Seroclinix Delaware”) and Seroclinix Corporation, 4 a Canadian corporation

(“Seroclinix Canada”) (ECF No. 85). (ECF No. 88.)

5 I. BACKGROUND

6 Plaintiff Integrity, Inc. had entered into an agreement with Third-Party Plaintiff 7 Seroclinix

Delaware to sell laboratory testing kits. (ECF No. 85 ¶ 10.) The Integrity- 8 Seroclinix Agreement

provided, in part, that Integrity's end-customers were to pay 9 Seroclinix Delaware directly, with Seroclinix Delaware paying a commission to Integrity 10 in the amount of the difference between the stated unit price in the Integrity-Seroclinix 11 Agreement and the amount charged by Integrity to its end-customer. (Id.) During the 12 Covid-19 pandemic, there was a heightened demand for test kits that led to Seroclinix 13 Delaware and Integrity orally modifying the terms of the Integrity-Seroclinix Agreement 14 to, in part, provide that Integrity would be paid a commission of \$0.90 per test kit ordered 15 by its end-consumers, such as Third-Party Defendant Honu, upon full receipt for the test 16 kits by Seroclinix Delaware. (Id. ¶ 11.) 17 Third-Party Defendant Honu Management, LLC ("Honu") entered into a contract 18 for laboratory testing kits with Akkad Holdings Global ("Akkad-Honu Agreement") on

19 August 6, 2020. (Id. ¶ 12.) According to the Akkad-Honu Agreement, Akkad Holdings 20 Global was acting on behalf of Seroclinix Canada when entering into the contract. (Id.) 21 Seroclinix Delaware is a third-party beneficiary of the contract, as payments for inventory 22 ordered by Defendant Honu were ultimately received by Seroclinix Delaware. (Id.) 23 In their amended complaint against Honu (ECF No. 85) ("TPC"), Seroclinix 24 Delaware and Seroclinix Canada alleged that Honu breached the Akkad-Honu Agreement 25 by refusing to order and accept delivery of 50,000 units per week and owed them a sum of 26 \$938,000 plus interest for expired test kits of which Honu failed and refused to take 27 delivery, plus interest of one percent (1%) per month from the date of its breach. (Id. ¶ 28 19.) Seroclinix Canada and Seroclinix Delaware asserted causes of action against Honu 1 for: (1) breach of contract of the Akkad-Honu agreement; (2) contractual indemnity to 2 Seroclinix Canada and Seroclinix Delaware for claims against Third-Party Plaintiffs 3 asserted by Plaintiff Integrity Medical Product Solutions, LLC in this action; (3) implied 4 indemnity for the same; and (4) intentional misrepresentation of Honu's intention to meet 5 financial obligations to Seroclinix Delaware and Seroclinix Canada specified in the Akkad- 6 Honu Agreement. (See generally id.) 7 In response to the TPC (ECF No. 85), Honu filed a motion to dismiss (ECF No. 88) 8 ("TPMTD"). In the TPMTD, Honu alleges, inter alia, that: (1) the Court lacks personal 9 jurisdiction over Honu; (2) the TPC fails to adequately plead fraud or mistake under Rule 10 9(b) and California state law; (3) the TPC fails to allege actual loss necessary for adequately 11 pleading an implied indemnity claim; (4) the TPC is barred by California's four-year statute 12 of limitations for breach of contract claims, and contrary to the TPC, New York's six-year 13 statute of limitations does not apply to the present dispute. (See generally ECF No. 88.) 14 Third-Party Plaintiffs filed an opposition to Honu's motion to dismiss ("TPO"), contesting, 15 inter alia, that the Court has specific jurisdiction over Honu in California. (ECF No. 91 at 16 8–12.) Honu filed a reply. (ECF No. 92.)

17 II. LEGAL STANDARD

18 When raised as a defense by motion, Rule 12(b)(2) authorizes the dismissal of an 19 action for lack of personal jurisdiction. See Fed. R. Civ. P. 12(b)(2). When a dispute 20 between the parties arises concerning whether personal jurisdiction over a defendant is 21 proper, "the plaintiff bears

the burden of demonstrating that jurisdiction is appropriate.” 22 *Will Co. v. Lee*, 47 F.4th 917, 921 (9th Cir. 2022). When the defendant’s motion is based 23 on written materials, and no evidentiary hearing is held, the court will evaluate only 24 whether the plaintiff demonstrates a prima facie showing of personal jurisdiction based on 25 the plaintiff’s pleadings and affidavits. *Id.* The court must take unchallenged allegations 26 in the complaint as true, and conflicts between the parties over statements within any 27 affidavits must be resolved in favor of the plaintiff. *Id.* 28

1 III. DISCUSSION

2 The general rule provides personal jurisdiction over a defendant is proper if it is 3 permitted by a long-arm statute and if the exercise of that jurisdiction does not violate 4 federal due process. *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1154 (9th Cir. 2006). For 5 due process to be satisfied, a defendant must have “minimum contacts” within the forum 6 state such that asserting jurisdiction over the defendant would not “offend traditional 7 notions of fair play and substantial justice.” *Id.* at 1155 (citing *Int’l Shoe Co. v. 8 Washington*, 326 U.S. 310, 315 (1945)). Both California and federal long-arm statutes 9 require compliance with due process requirements. *Daimler AG v. Bauman*, 571 U.S. 117, 10 125 (2014). 11 There are two types of personal jurisdiction: general and specific. *Id.* at 118. 12 General jurisdiction allows a court to hear cases unrelated to the defendant’s forum 13 activities and exists if the defendant has “substantial” or “continuous and systematic” 14 contacts with the forum state. *Fields v. Sedgewick Assoc. Risk, Ltd.*, 769 F.2d 299, 301 15 (9th Cir. 1986). Specific jurisdiction permits the court to exercise jurisdiction over a 16 defendant who has availed itself through forum-related activities that gave rise to the action 17 before the court. *Bancroft & Masters, Inc. v. August Nat’l Inc.*, 223 F.3d 1082, 1086 (9th 18 Cir. 2000).

19 Here, Honu challenges Third-Party Plaintiffs’ assertion of personal jurisdiction on 20 grounds of lack of general jurisdiction and lack of specific jurisdiction. (ECF No. 88-1 at 21 14.) 22 A. General Jurisdiction 23 First, Honu asserts it is not subject to general jurisdiction in California because its 24 principal place of business is in Washington, and it is not otherwise “at home” in California. 25 (*Id.* at 14:20–23 (citing *Impossible Foods, Inc. v. Impossible X LLC*, 80 F.4th 1079, 1086 26 (9th Cir. 2023).) In their papers opposing the TPMTD, Third-Party Plaintiffs do not 27 challenge Honu’s claim that it is not subject to general jurisdiction in California. (ECF No. 28 1 91 at 9.) Accordingly, the Court affirms that Honu is not subject to general jurisdiction in 2 California. 3 B. Specific Jurisdiction 4 Second, Honu asserts it is not subject to specific jurisdiction in California. A 5 defendant who is not subject to general jurisdiction can only be subject to a state’s 6 jurisdiction if the plaintiff’s claims are related to defendant’s activities in that state. *Walden 7 v. Fiore*, 571 US 277, 283 n. 6 (2014). The Ninth Circuit put forth a three-pronged test for 8 specific jurisdiction: 9 (1) The non-resident defendant must purposefully direct his activities or consummate some transaction with the forum or resident thereof; or perform 10 some act by which he purposefully avails himself of the privilege of 11 conducting activities in the

forum, thereby invoking the benefits and protections of its laws; 12

(2) the claim must be one which arises out of or relates to the defendant's

13 forum-related activities; and

(3) the exercise of jurisdiction must comport with fair play and substantial

14 justice, i.e. it must be reasonable. 15 16 *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004). The 17 plaintiff bears the burden of proving the first two prongs and, if successful, the burden 18 shifts to the defendant on the third prong to prove that jurisdiction is unreasonable. *Id.* If 19 any prong is not satisfied, then jurisdiction in the forum would deprive the defendant of 20 due process of law. *AMA Multimedia, LLC v. Wanat*, 970 F.3d 1201, 1208 (9th Cir. 2020). 21 Under the first prong of specific jurisdiction, purposeful availment and purposeful 22 direction are "two distinct concepts." *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 23 797, 802 (9th Cir. 2004). "A purposeful availment analysis is most often used in suits 24 sounding in contract," whereas "[a] purposeful direction analysis . . . is most often used in 25 suits sounding in tort." *Id.* Since Third-Party Plaintiffs' claims against Honu arises from 26 both an alleged breach of contract between the parties (i.e., contractual liability, implied 27 indemnity, implied indemnity) and Honu's allegedly tortious misrepresentations (i.e., 28 1 intentional misrepresentation) to Third-Party Plaintiffs (ECF No. 85), the Court conducts 2 both a purposeful availment and a purposeful direction analysis. 3 1. Purposeful Availment 4 "To have purposefully availed itself of the privilege of doing business in the forum, 5 a defendant must have 'performed some type of affirmative conduct which allows or 6 promotes the transaction of business within the forum state.'" *Boschetto v. Hansing*, 539 7 F.3d 1011, 1016 (9th Cir. 2008) (quoting *Sher v. Johnson*, 911 F.2d 1357 (9th Cir. 1990)). 8 The defendant must "take[] deliberate actions within the forum state or create[] continuing 9 obligations to forum residents." *Hirsch v. Blue Cross, Blue Shield*, 800 F.2d 1474, 1478 10 (9th Cir. 1986). Ultimately, the court's evaluation of what constitutes intent to take 11 deliberate actions "is not rigid and formalistic, but rather practical and pragmatic." 12 *Boschetto*, 539 F.3d at 1016. 13 Here, Third-Party Plaintiffs assert that Honu purposely availed itself of the privilege 14 of doing business in California because Honu contacted the president of Plaintiff Integrity, 15 Inc., who is authorized to do business in San Diego, California. (ECF No. 91 at 10.) This 16 outreach allegedly resulted in an agreement between Plaintiff and Seroclinix Canada to 17 procure viral testing kits and resell those kits to Honu. (*Id.* at 10–11). 18 The Akkad-Honu Agreement itself, however, only explicitly mention Michigan, 19 Washington, New York and locations in Canada—not California. (ECF No. 85-2 at 2.) 20 The provided sample weekly purchase order likewise does not indicate that Parties 21 indicated for the transactions at issue to take place in California. (ECF No. 85-3 at 2.) 22 Even if Honu did directly enter into a contract with Plaintiff Integrity, Inc., a "contract with 23 an out-of-state party alone can[not] automatically establish sufficient minimum contacts." 24 *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 478 (1985). The jurisdiction analysis 25 "looks to the defendant's contacts with the forum State itself, not the defendant's contacts 26 with persons who reside

there.” *Walden v. Fiore*, 571 U.S. 277, 285 (2014). Beyond its 27 first initial contact with Plaintiff Integrity, Inc., there are no allegations that Honu deals 28 directly with any Californian resident. Though Honu may be aware that the testing kits 1 originated from California, Honu’s ongoing orders of testing kits as specified in the Akkad- 2 Honu Agreement were to be carried out outside of California as discussed above. (See 3 ECF Nos. 85-2 at 2, 85-3 at 2, and 65 ¶ 10.) 4 Lastly, though Third-Party Plaintiffs did enter a contract with Plaintiff Integrity, Inc. 5 to procure testing kits from California to then resell to Honu on an ongoing basis, “the 6 plaintiff [(here, Third-Party Plaintiffs)] cannot be the only link between the defendant and 7 the forum.” *Walden*, 571 U.S. at 285 (citing *Calder v. Jones*, 465 U.S. at 788–789). 8 Because the Court finds that the Third-Party Plaintiffs have failed to prove that Honu 9 had purposefully availed itself of California jurisdiction, the Court finds that it does not 10 have personal jurisdiction over Honu regarding Third-Party Plaintiffs’ contract claims. 11 Finding that Third-Party Plaintiffs failed to prove the first prong, the Court does not further 12 analyze prongs two and three of the test discussed in *Schwarzenegger*, 374 F.3d at 802. 13 2. Purposeful Direction 14 Moreover, for claims sounding in tort, such as Third-Party Plaintiffs’ causes of 15 action for intentional misrepresentation and negligent misrepresentation, courts look to 16 whether a defendant purposefully directed its activities at the forum state. *Id.* To assess 17 this question, courts apply the “effects” test from *Calder v. Jones*, 465 U.S. 783 (1984). 18 defendant must have “(1) committed an intentional act, (2) expressly aimed at the forum 19 state, (3) causing harm that the defendant knows is likely to be suffered in the forum state.” 20 *Shawarma Stackz LLC v. Jwad*, No. 21-CV-01263-BAS-BGS, 2021 WL 5827066, at *7 21 (S.D. Cal. Dec. 8, 2021) (quoting *Schwarzenegger*, 374 F.3d at 803). All three components 22 must be met for a defendant to have purposefully directed activities to the forum state. See 23 *Pakootas v. Teck Cominco Metals, Ltd.*, 905 F.3d 565, 577 (9th Cir. 2018). 24 The Court finds that Third-Party Plaintiffs have sufficiently alleged that Honu had 25 engaged in an “intentional act”—which is acting with “an intent to perform an actual, 26 physical act in the real world”—by speaking with Plaintiff Integrity, Inc (based in 27 California) and entering into the Akkad-Honu Agreement to supposedly procure resold test 28 kits from Third-Party Plaintiffs. *Schwarzenegger*, 374 F.3d at 806. 1 However, the Court does not find that Honu’s “allegedly tortious action was 2 ‘expressly aimed at the forum.’” *Picot v. Weston*, 780 F.3d 1206, 1214 (9th Cir. 2015). 3 Honu’s allegedly tortious conduct did not take place in California. Indeed, Honu’s alleged 4 misrepresentations to Third-Party Plaintiffs of Honu’s “desire and financial ability to take 5 delivery of and pay for the inventory obtained from and through Third-Party Plaintiffs” 6 when executing the contract did not take place in California. (ECF No. 85 ¶¶ 26, 30.) 7 Again, conspicuously missing from the text of the Akkad-Honu Agreement is any 8 indication that the execution of the contract took place in California or that the Parties 9 intended the shipments to go through California. 10 Further, as in purposeful availment, a “defendant’s connection to the forum state 11 through the plaintiff alone is insufficient to confer specific jurisdiction [for purposes of 12 purposeful direction].” See *Discovery Land Co. LLC v. Discovery Glob. LLC*, No. CV-20- 13

01940-PHX-MTL, 2021 WL 148641, at *4 (D. Ariz. Jan. 15, 2021) (holding that the plaintiff has not demonstrated express aiming because the plaintiff failed to demonstrate how the defendant's conduct, rather than the defendant's contacts with the persons who reside there, provides the basis for jurisdiction) (citing *Walden v. Fiore*, 571 U.S. 277, 285 (2014)). It follows that Third-Party Plaintiffs' contract with Plaintiff Integrity, Inc. also cannot provide the basis for specific jurisdiction over Honu. Third-Party Plaintiffs therefore fail the Calder effects test. See *Schwarzenegger*, 374 F.3d at 803. Accordingly, the Court also finds that Plaintiff fails to show establish Honu's allegedly tortious conduct was purposefully directed at California. *** Because the Court finds that Third-Party Plaintiffs have failed to establish specific jurisdiction on grounds of either purposeful availment or purposeful direction, Third-Party Plaintiffs fail to establish personal jurisdiction. The Court need not address remaining bases to dismiss in the TPMTD because they are moot. Thus, Honu's Motion to Dismiss (ECF No. 88) is GRANTED. The Court dismisses Third-Party Plaintiffs' claims against Honu without prejudice, and GRANTS Third-Party Plaintiffs leave to amend to correct jurisdictional deficiencies pursuant to Federal Rule of Civil Procedure 15(a)(2).

IV. CONCLUSION

For the foregoing reasons, Third-Party Defendant Honu's Motion to Dismiss is GRANTED. (ECF No. 88.) The Court also GRANTS Third-Party Plaintiffs leave to amend their first amended third-party complaint (ECF No. 85). If Third-Party Plaintiffs choose to amend, any second amended third-party complaint should be filed no later than November 5, 2025. IT IS SO ORDERED. DATED: October 22, 2025 (yatta Bahar H n. Cynthia Bashant, Chief Judge United States District Court)