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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

FOURTE INTERNATIONAL
LIMITED BVI, et al.,

Plaintiffs,

v.

PIN SHINE INDUSTRIAL CO.,
LTD., et al.,

Defendants.

Case No. 18-cv-00297-BAS-BGS

**ORDER GRANTING MOTION
FOR ORDER AUTHORIZING
ALTERNATIVE METHOD OF
SERVICE**

[ECF No. 21]

Presently before the Court is Plaintiffs Fourte International Limited BVI and Fourte International SDN.BHD’s Motion for Order Authorizing Alternative Methods of Service. (“Mtn,” ECF No. 21.) Plaintiffs request the Court authorize service on three unserved defendants, two located in the People’s Republic of China and one located in the Republic of China (Taiwan). Plaintiffs request the Court permit service by email to Defendants’ principal and/or by email and personal delivery to Defendants’ California counsel. Defendants opposed the Motion, (“Opp’n,” ECF No. 24), and Plaintiffs have filed a Reply in support of the Motion, (“Reply,” ECF No. 26).

The Court finds the Motion suitable for determination on the papers submitted and without oral argument. See Civ. L.R. 7.1(d)(1). For the reasons stated below,

1 this Court **GRANTS** Plaintiffs’ Motion.

2 **I. BACKGROUND**

3 Plaintiffs filed a Complaint against four Defendants: Suzhou Pinshine
4 Technology Co., Ltd., (“Suzhou Pinshine”); Suzhou Sunshine Technology Co., Ltd.,
5 (“Suzhou Sunshine”); Pin Shine Industrial Co., LTD. (“Pin Shine”); and Bobbin &
6 Tooling Electronics International Company of BVI (“Bobbin”). In March 2018,
7 Plaintiffs filed an ex parte motion for an order authorizing service on Pin Shine and
8 Bobbin by mail. (ECF No. 3.) The Court granted the motion and ordered Plaintiffs
9 to provide the Court with pre-addressed and prepaid envelopes for Pin Shine and
10 Bobbin. (ECF No. 4.) The Court mailed the envelopes, and service was returned
11 unexecuted as to Pin Shine. (ECF No. 11.) A few weeks later, Plaintiffs filed a
12 motion requesting an order authorizing email service on Suzhou Pinshine and Suzhou
13 Sunshine. (ECF No. 5.)

14 The Court denied Plaintiffs’ motion. (ECF No. 13.) The Court reasoned,
15 “Plaintiffs have not shown that the circumstances of this action necessitate the
16 Court’s intervention.” (Id. at 4.) Plaintiffs argued the requested alternative means of
17 service are “the most efficient and effective” but “have not alleged any facts that
18 show that the available methods of service have failed to affect service, that this case
19 is of particular urgency requiring alternative service methods, or any other facts to
20 support their requests.” (Id.) The present Motion followed.

21 **II. LEGAL STANDARD**

22 Under Rule 4(f), a plaintiff may serve foreign corporations in three different
23 ways: (1) by any internationally agreed means of service reasonably calculated to
24 give notice, such as those means authorized by the Hague Convention; (2) in the
25 manner prescribed by the law of the foreign country for service in that country in an
26 action in any of its courts of general jurisdiction or as directed by the foreign authority
27 in response to a letter rogatory or a letter of request; or (3) by other means not
28 prohibited by international agreement, as the court orders. Fed. R. Civ. P. 4(f).

1 **III. ANALYSIS**

2 Plaintiffs argue “the Chinese Ministry of Justice will not process the service of
3 process documents [for Suzhou Pinshine and Suzhou Sunshine] in this action because
4 the documents reference ‘Taiwan,’ as China does not recognize Taiwan.” (Mtn 3.)
5 Plaintiffs further argue Pin Shine has refused the service package sent by the Court
6 Clerk. (Id.) Plaintiffs also state it has sent Rule 4(d) waiver packets to the three
7 Defendants, but the packets have not been returned. (Id.) Plaintiffs state they have
8 been in contact through email with Defendants’ agent and representative, Stephen
9 Huang, as well as Defendants’ attorney, Alan Chen. (Id. at 7.)

10 As to service on Suzhou Pinshine and Suzhou Sunshine, Defendants argue
11 Plaintiffs have not attempted service through available methods because Plaintiffs
12 did not attempt to utilize the Hague Convention. (Opp’n 6.) Defendants argue that
13 the Hague Convention prohibits service by email where the destination country has
14 objected to the means of service, and China has objected to service by “postal
15 channel.” (Id. at 16.) As to service on Pin Shine, Defendants also argue Plaintiff has
16 not sufficiently attempted service, because mailing of service, which is prohibited by
17 Taiwanese law, is insufficient to show alternative means of service should be used.
18 (Id. at 9.) Defendants argue Taiwanese law also prohibits service by email for
19 purposes of foreign litigation. (Id.)¹

20 First, Plaintiffs are not required to attempt service through the Hague
21 Convention. Rule 4(f)(3) authorizes service as long as “it is not prohibited by
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23 ¹ Defendants’ finally argue that Plaintiff Fourte International Ltd. and Pin Shine have executed an
24 agreement to arbitrate and “a decision regarding Rule 4(f)(3) relief may be unnecessary.” (Opp’n
25 10.) Defendants confusingly argue that Plaintiffs’ lawsuit before this Court is a breach of the
26 obligation to arbitrate and if the Court grants Plaintiffs’ Motion, “the Court risks undermining the
27 parties’ arbitration agreement and unnecessarily complicating the instant proceedings while
28 inviting additional frivolous motions for alternative service.” (Id. at 17.) The Court has not
previously been informed of any arbitration agreement in this case. There is no information as to
how the mere allowance of service through email would undermine an arbitration agreement. In
any event, a potential complication of the Parties’ arbitration proceedings is not something taken
into consideration when determining whether to authorize alternative service.

1 international agreement.” Fed. R. Civ. P. 4(f)(3). This “stands independently of
2 FRCP 4(f)(1); it is not necessary for plaintiffs to first attempt service through
3 ‘internationally agreed means’ before turning to ‘any other means not prohibited by
4 international agreement.” In re LDK Solar Sec. Litig., No. C 07-05182 WHA, 2008
5 WL 2415186, at *2 (N.D. Cal. June 12, 2008). The court in Microsoft Corporation
6 v. Goldah.com Network Technology Co. provided a sound analysis of the issue:

7 The Hague Convention “requires each state to establish a central
8 authority to receive requests for service of documents from other
9 countries.” *Water Splash, Inc. v. Menon*, 137 S. Ct. 1504, 1508 (2017).
10 When the central authority “receives an appropriate request, it must
11 serve the documents or arrange for their service and then provide a
12 certificate of service.” *Id.* (internal citations omitted). However,
13 Article 10 of the Hague Convention also permits service through means
14 such as postal channels, provided the destination state (here, China)
15 does not object. *Id.* China has objected, so Article 10 does not apply.

16 Yet China’s objection to Article 10 does not prohibit the email
17 service the Court ordered in the instant case. As this Court has noted
18 previously, “numerous courts have authorized alternative service under
19 Rule 4(f)(3) even where the Hague Convention applies. This is true
20 even in cases involving countries that . . . have objected to the
21 alternative forms of service permitted under Article 10 of the Hague
22 Convention.” *Richmond Techs.*, 2011 WL 2607158, at *12; see, e.g.,
23 *In re LDK Solar Securities Litigation*, 2008 WL 2415186, at *3 (N.D.
24 Cal. June 12, 2008) (permitting service of Chinese defendants under
25 Rule 4(f)(3), despite China’s objections to Article 10, because the
26 service requested did not involve service by “postal channels”);
27 *Williams–Sonoma Inc. v. Friendfinder Inc.*, 2007 WL 1140639, at *2
28 (N.D. Cal. Apr. 17, 2007) (permitting service by email, but not by
international mail, for defendants in countries that objected to Article
10 of the Hague Convention).

No. 17-CV-02896-LHK, 2017 WL 4536417, at *4 (N.D. Cal. Oct. 11, 2017). The
court found email service permissible.

This Court agrees and finds Plaintiffs may serve Suzhou Pinshine and Suzhou
Sunshine (located in China) through email and through service upon local counsel.
The same applies to Pin Shine (located in Taiwan). See *Tatung Co. Ltd. v. Hsu*, No.

1 SACV131743DOCANX, 2015 WL 11089492, at *2 (C.D. Cal. May 18, 2015)
2 (finding “[t]he United States and Taiwan have not signed any treaties or agreements
3 regarding service of process from United States courts” and “no international
4 agreement expressly prohibits the proposed methods of service”); Ryan v. Brunswick
5 Corp., No. 02-CV-0133E(F), 2002 WL 1628933, at *1–3 (W.D.N.Y. May 31, 2002)
6 (allowing e-mail service because Taiwan is not a party to the Hague Convention or
7 any other relevant international agreements); see also Alu, Inc. v. Kupo Co., No. 6:06-
8 cv-327-ORL-28DAB, 2007 WL 177836, at *3–4 (M.D. Fla. Jan. 19, 2007) (noting
9 the district judge allowed e-mail service on a Taiwanese corporation).

10 Finally, “[e]ven if facially permitted by Rule 4(f)(3), a method of service of
11 process must also comport with constitutional notions of due process.” Rio Props.,
12 Inc. v. Rio Intern. Interlink, 284 F.3d 1007, 1016 (9th Cir. 2002). Service must be
13 “reasonably calculated, under all the circumstances, to apprise interested parties of
14 the pendency of the action and afford them an opportunity to present their
15 objections.” Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950).
16 The Court finds that service through email to Defendants’ agent and to Defendants’
17 counsel is reasonably calculated to inform Defendants of the action. Defendants have
18 filed responses to Plaintiffs’ motions and it is evident Defendants and their counsel
19 are already informed of the pendency of this matter.

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1 **IV. CONCLUSION**

2 For the foregoing reasons, the Court **GRANTS** Plaintiffs’ motion for an order
3 permitting alternative service for Suzhou Pinshine Technology Co., Ltd., (“Suzhou
4 Pinshine”); Suzhou Sunshine Technology Co., Ltd., (“Suzhou Sunshine”); and Pin
5 Shine Industrial Co., LTD. (“Pin Shine”). Plaintiffs may serve this order, the
6 Summons, and Complaint on Defendants by sending email messages, return receipt
7 requested, to Defendants’ principal, Stephen Huang, at stephen@pinshine.com; and
8 by sending email messages, return receipt requested, to Defendants’ California
9 counsel, Alan Chen, at acchen@zuberlaw.com. Plaintiffs must serve Defendants and
10 file proof of service on or before January 23, 2019.

11 **IT IS SO ORDERED.**

12 **DATED: January 17, 2019**

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14 **Hon. Cynthia Bashant**
United States District Judge