Case No. S249923
IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

ROCKEFELLER TECHNOLOGY (ASIA) INVESTMENTS VII,

Plaintiff-Petitioner,

v.

CHANGZHOU SINOTYPE TECHNOLOGY CO., LTD.,

Defendant-Respondent.

Review of the Opinion of the Second District Court of Appeal, Division Three (Case No. B272170), Superior Court, County of Los Angeles (Case No. BS149995) (Honorable Randolph M. Hammock, Presiding)

APPLICATION OF PROFESSORS OF INTERNATIONAL LITIGATION FOR LEAVE TO FILE BRIEF AMICI CURIAE; [PROPOSED] BRIEF AMICI CURIAE

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APPLICATION FOR LEAVE TO FILE BRIEF AMICUS CURIAE

Pursuant to Cal.R.Ct., Rule 8.200(c), amici curiae[1] hereby respectfully apply for leave to file the accompanying brief amicus curiae in the above-captioned case to direct the Court's attention to crucial issues of treaty interpretation that neither party has fully addressed in their briefs on the merits.

Amici curiae are professors of international litigation with expertise in the law applicable to jurisdiction and service of process in cases involving foreign parties. They have a strong interest in the proper application of the law in this area, and in particular in the application of the Hague Convention on the Service of Process Abroad in Civil and Commercial Matters. Nov. 15, 1965, 20 U.S.T. 361, T.I.A.S. No. 6638. A list of amici and their qualifications is provided in the appendix.

Dated: August 5, 2019

Respectfully submitted,

By _____
DAVID B. GOODWIN

Attorneys for Amici Curiae
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[1] Amici curiae are Professors Ronald A. Brand, John F. Coyle, Vivian Groswald Curran, William S. Dodge, Houston Putnam Lowry, Stephen McCaffrey, John Parry, Antonio F. Perez, Adam N. Steinman, and Don Wallace, Jr. Their academic affiliations are listed in Appendix A to the proposed brief *amici curiae*.

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INTRODUCTION AND SUMMARY OF ARGUMENT

I. The Current Status Of The Dispute

This case concerns whether the Hague Convention on the Service of Process Abroad in Civil and Commercial Matters ("Hague Service Convention") applies to the service of process in a dispute between a Chinese company and an American business. In particular, the case raises the question of whether private parties may, through their contract, waive or modify the application and effect of the Hague Service Convention to a dispute in a California court. Because many American companies have entered into contracts with Chinese and other non-U.S. companies that include language providing for an agreed upon mechanism for service of process, this case has significant implications for American investors and traders.

For purposes of this appeal, the facts are straight-forward. In pursuit of a business relationship, a Chinese company, Changzhou SinoType Technology Company, Ltd. ("SinoType"), and an American investment partnership, Rockefeller Technology Investments (Asia) VII ("Rockefeller"), entered into a Memorandum of Understanding, which contained the following provisions regarding dispute settlement:

> 6. The Parties shall provide notice in the English language to each other at the addresses set forth in the Agreement via Federal Express or similar courier, with copies via facsimile or email, and shall be deemed received 3 business days after deposit with the courier.
>
> 7. The Parties hereby submit to the jurisdiction of the Federal and State courts in California and consent to service of process in accord with the notice provisions above.

8. In the event of any disputes arising between the Parties to this Agreement, either Party may submit the dispute to the Judicial Arbitration & Mediation Service in Los Angeles for exclusive and final resolution pursuant to according to [sic] its streamlined procedures before a single arbitrator .... Disputes shall include failure of the Parties to come to Agreement as required by this Agreement in a timely fashion.

When the business relationship deteriorated, Rockefeller initiated arbitration against SinoType in Los Angeles with the Judicial Arbitration & Mediation Service. SinoType did not appear or participate in the arbitration proceedings, and Rockefeller was granted a default award against SinoType in the amount of $414,601,200 on November 6, 2013. Rockefeller then brought an action in the Superior Court of Los Angeles County to confirm the award. Once again, SinoType did not appear or participate in the court proceedings, and the court confirmed the award and entered judgment in favor of Rockefeller in a one-page decision on October 23, 2014. *See Rockefeller Technology Investments (Asia) VII v. Changzhou SinoType Technology Co., Ltd.* (2018) 24 Cal.App.5th 115, 126-27 ("*Rockefeller*").

About 15 months after the entry of judgment in favor of Rockefeller, SinoType moved to set aside the judgment on the grounds that it had never entered into a binding contract with Rockefeller, had not agreed to contractual arbitration, and had not been served with the summons and petition to confirm the arbitration award in the manner required by the Hague Service Convention. The Los Angeles County Superior Court denied the motion. In doing so, "[t]he trial court acknowledged that the service of the summons and petition had not complied with the Hague Service

Convention, but concluded that the parties had privately agreed to accept service by mail. The court therefore denied the motion to set aside the judgment." *Id.* at p. 120.

SinoType appealed, and the Court of Appeal reversed, ruling that "the Hague Service Convention does not permit Chinese citizens to be served by mail, nor does it allow parties to set their own terms of service by contract." *Id.* On the basis of this analysis, the Court of Appeal concluded that SinoType was never validly served with process. As a result, and without discussing whether the Convention applies under the holding of the United States Supreme Court in *Volkswagen Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694 ("*Schlunk*"), the Court of Appeal decided that "'no personal jurisdiction by the court [was] obtained and the resulting judgment [is] void as violating fundamental due process.'" *Rockefeller*, 24 Cal.App.5th at p. 120, *quoting County of San Diego v. Gorham* (2010) 186 Cal.App.4th 1215, 1227.

This Court granted review and framed the legal issue presented in terms of whether the Hague Service Convention precludes private parties from contractually agreeing to legal service of process by methods not expressly authorized in the Hague Service Convention.

II. Summary Of The Argument

Simply stated, the Hague Service Convention's terms must be followed when it applies. It is, however, the law of the forum state that decides whether the Hague Service Convention applies by determining where service of process occurs. The Hague Service Convention procedures are exclusive only if formal service must take place abroad.

At base, this case involves two matters of interpretation, the first concerning a multinational treaty ratified by the United States; the second concerning the agreement of the parties. First, as a matter of treaty interpretation: Does the Hague Service Convention permit the parties to a private contract to agree that service of process will either be completed locally or waived, so as to avoid the need for reference to the Hague Service Convention? The answer to the first question is "yes," which leads to the second: If the Hague Service Convention permits such an agreement, then as a matter of contract interpretation, did the parties in this case agree to service of process in a manner that avoids the need for reference to the Hague Service Convention?

Amici address only the first issue because of its significant implications for dispute-settlement agreements by United States investors and traders with Chinese and other parties. Amici do not take a position on the contract interpretation issue.

In regard to the first question, the United States Supreme Court has stated that, as a matter of U.S. law, private parties may not opt out of the Hague Service Convention *if there is occasion to transmit documents for service abroad* and the Hague Service Convention thus applies. The Hague Service Convention provides the only methods of service allowed *when the Hague Service Convention applies.* However, state law and private party conduct (including contract provisions) may result in service being accomplished within the forum state or being waived entirely. In such circumstances, the Hague Service Convention does not apply because there is no occasion to transmit documents for service abroad.

The second question then requires a determination of the intent of the parties regarding service of process, here to be determined by interpretation of the language in clauses 6-8 of the MOU. If the parties intended for service take place in California, or to waive service entirely, then the Hague Service Convention does not apply. As noted, Amici take no position on how the language of the MOU should be interpreted.

ARGUMENT

I. The Treaty Interpretation Question: When Does The Hague Service Convention Apply To Service Of Process In A Case Involving A Foreign Party?

The U.S. Supreme Court has stated that "compliance with the [Hague] Convention is mandatory in all cases to which it applies." *Schlunk*, 486 U.S. at p. 705 (O'Connor, J. for a Court that was unanimous in the judgment and with Brennan, J. writing a concurring opinion joined by three other Justices). The initial question then is *whether the Hague Service Convention applies* in each particular case. In *Schlunk*, the question was whether, under the applicable Illinois substituted-service provisions, "an attempt to serve process on a foreign corporation by serving its domestic subsidiary which, under state law, is the foreign corporation's involuntary agent for service of process," was compatible with the Hague Service Convention. *Id.* at p. 696.

In answering the question before it, the *Schlunk* Court focused on Article 1 of the Hague Service Convention, which states that "The present Convention shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad." 20 U.S.T. 362, 362. While the

terms of the Hague Service Convention determine the appropriate manner of service, *when the Hague Service Convention applies*, forum state law determines *where service is completed* and thus also determines whether there is "occasion to transmit a judicial or extrajudicial document for service abroad." *Id.*

In *Schlunk*, "the Illinois long-arm statute authorized Schlunk to serve VWAG by substituted service on VwoA, without sending documents to Germany." 486 U.S. at p. 706, *citing* Ill.Rev.Stat. (1985), ch. 110, ¶ 2–209(a)(1). Thus, by its incorporation of a subsidiary in Illinois, under state law, the defendant parent corporation had implicitly agreed to service of process within Illinois and there was no "occasion to transmit a judicial or extrajudicial document for service abroad." Hague Service Convention, art. I. "If the internal law of the forum state defines the applicable method of serving process as requiring the transmittal of documents abroad, then the Hague Service Convention applies" (*Schlunk*, 486 U.S. at p. 700), but "[w]here service on a domestic agent is valid and complete under both state law and the Due Process Clause, our inquiry ends and the Convention has no further implications." *Id.* at p. 707. Moreover, "the Due Process Clause does not require an official transmittal of documents abroad every time there is service on a foreign national." *Id.*

While the *Schlunk* decision of the U.S. Supreme Court was initially met with concern on the part of some Contracting States to the Hague Service Convention, the approach taken in that decision has become the accepted interpretation of the Hague

Service Convention.[2] The 2016 Edition of the *Practical Handbook on the Operation of the Hague Service Convention*, prepared by the Hague Conference on Private International Law (the international body under whose auspices the Hague Service Convention was negotiated), states clearly that, in the interpretation and application of the Hague Service Convention, "the determining factor is ... the place of service and not the domicile or the residence of the defendant." Hague Conference on Private International Law, *Practical Handbook on the Operation of the Hague Service Convention* (2016) , ¶ 16. Moreover, even when the defendant is abroad, "[t]he place of service, however, is not always abroad." *Id.* ¶ 17.

In quoting Article 1, which provides that the Convention "shall apply in all cases ... where there is occasion to transmit a ... document for service abroad," the *Practical Handbook* states that "[t]he Convention, however, does not specify *when* there is occasion to transmit a document abroad." *Id.* ¶ 29 (emphasis in original). Like the U.S. Supreme Court, the Supreme Court of the Netherlands (*Hoge Raad*) has held that the question of whether a document must be transmitted abroad for service is to be determined by the law of the forum state. *Segers and Rufa BV v. Mabanaft GmbH*, HR 27 June 1986, NJ 2987, p. 764, RvdW 1986, p. 144.

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[2] Reciprocal respect for treaty interpretation is a part of international and U.S. law. *See Abbott v. Abbott* (2010) 560 U.S. 1, 16 ("In interpreting any treaty, '[t]he "opinions of our sister signatories" ... are "entitled to considerable weight."') (citing *El Al Israel Airlines, Ltd. v. Tsui Yuan Tseng* (1999) 525 U.S. 155, 176, quoting *Air France v. Saks* (1985) 470 U.S. 392, 404).

The *Practical Handbook* confirms that "[t]he approach adopted by the Netherlands and United States Supreme Courts, together with the 1989 Special Commission [of the Hague Conference on Private International Law], appears to be in line with the history of the negotiations leading to the adoption of the Convention." *Practical Handbook* ¶ 39. The *Practical Handbook* uses terminology somewhat different from that used in the *Schlunk* decision, distinguishing between the interpretation of the Hague Service Convention's provisions *when it applies* (stating that the "the Convention's exclusive character is now undisputed," *id.* ¶ 50) and the question of *whether* the Hague Service Convention applies (stating that the common "interpretation of Article 1(2) ... reflects the Convention's non-mandatory character in that the conditions for its application are dependent on the law of the forum," *id.* ¶ 95). Thus, while the Hague Service Convention's terms must be followed when it applies, the law of the forum state determines *whether* the Hague Service Convention applies by determining *where* service of process occurs. The Hague Service Convention procedures are exclusive only if formal service must take place abroad.

The *Practical Handbook* specifically quotes and affirms the *Schlunk* statement that:

> Where service on a domestic agent is valid and complete under both state law and the Due Process Clause, our inquiry ends and the Convention has no further implications. Whatever internal, private communications take place between the agent and a foreign principal are beyond the concerns of this case. The only transmittal to which the Convention applies is a transmittal abroad that is required as a necessary part of service. And, contrary to VWAG's assertion, the Due Process Clause does not require an official transmittal of documents abroad every time there is service on a foreign national.

Id. at ¶ 35 n 55, quoting *Schlunk*, 486 U.S. at p. 707.

In *Schlunk*, the Illinois statute provided that the act by a foreign parent corporation of creating an Illinois subsidiary authorized service of process on the parent corporation by delivery of the documents being served to the Illinois subsidiary, in Illinois. Thus, the statute creates a situation in which the foreign corporation implicitly agrees to service of process in Illinois. If a foreign corporation may *implicitly* agree to local service (and thus take service out of the Hague Service Convention), it must also be able to agree *explicitly* to the same result. That is a simple matter of freedom of contract and party autonomy.

No organization has promoted party autonomy more than has the Hague Conference on Private International Law, the international body under whose auspices the Hague Service Convention was negotiated. *See, e.g.,* 2005 Hague Convention on Choice of Court Agreements, Art. 5 ("The court or courts of a Contracting State designated in an exclusive choice of court agreement shall have jurisdiction to decide a dispute to which the agreement applies, unless the agreement is null and void under the law of that State."); 2015 Hague Principles on Choice of Law in International Commercial Contracts, Art. 2 ("A contract is governed by the law chosen by the parties."). Thus, contract provisions may declare that service of process is complete within the forum state, or is waived entirely. In either situation, there is no longer

"occasion to transmit a ... document for service abroad," and the Hague Service Convention does not apply.[3]

II. The Contract Interpretation Question: Did The Parties In This Case Either (1) Agree That Service Of Process Would Be Completed In California, Or (2) Waive Service Of Process All Together?

Once it is understood that parties may by agreement either waive service of process entirely or agree that service may occur in the forum state (without the need for transmission abroad), then there is no occasion to transmit documents for service abroad and the Hague Service Convention does not apply.

Amici take no position on California law and the result of its application to the interpretation of clauses 6-8 of the MOU for purposes of determining whether the parties agreed either to service of process in California or to waiver of service. Amici focus instead on the proper interpretation and application of the Hague Service Convention which is important to U.S. parties engaged in global commerce. We urge that this Court make clear that the Hague Service Convention permits private parties by agreement to determine *whether* there is "occasion to transmit documents for service abroad," and thus whether the Hague Service Convention applies. While parties cannot opt out of the Hague Service Convention's provisions when it applies, they can by express agreement consent to service of process in a place or manner that means that the Hague Service Convention does not apply.

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[3] Contrary to the implication in Rockefeller's Reply Brief (at p. 23), no "violation" of the Hague Service Convention is involved when, as permitted by state law, parties agree to such contract provisions.

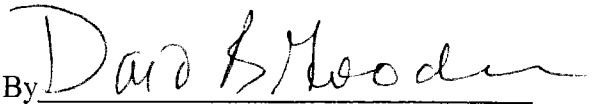
CONCLUSION

For all of the reasons set forth above, the Court should hold that private parties may not opt out of the Hague Service Convention *if there is occasion to transmit documents for service abroad* and the Hague Service Convention thus applies. The Hague Service Convention provides the only methods of service allowed *when the Hague Service Convention applies.* However, state law and private party agreement may result in service being accomplished within the forum state or being waived entirely. In such circumstances, the Hague Service Convention does not apply because there is no occasion to transmit documents for service abroad. In this case, it is important that the Court acknowledge the role of party autonomy in determining whether the Hague Service Convention applies, by making clear that parties, by contract, may agree to local service of process, or to a complete waiver of service of process, such that the Hague Service Convention does not apply.

Dated: August 5, 2019

Respectfully submitted,

COVINGTON & BURLING LLP

By 

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APPENDIX

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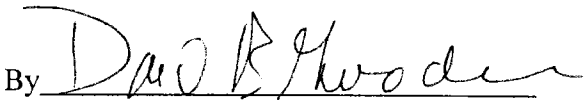
CERTIFICATION OF COMPLIANCE

Pursuant to Cal.R.Ct. 8.204(c), the undersigned counsel certifies that this brief uses a proportionately spaced font of Times New Roman 13 points. The text of this brief consists of 3366 words, excluding the caption pages, table of contents, table of authorities, Application for Leave to File Brief Amici Curiae, and this Certificate of Compliance, as counted by the Microsoft Word 2016 word processing program used to generate this brief.

Dated: August 5, 2019

By 
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