

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON

Shenzhen Chunyan Technology Co Ltd v. Hong Kong Xingtai
International Trade Co Limited

Shenzhen Chunyan Technology · No. C25-2265-KKE · Decided January 8, 2026

SUMMARY

The United States District Court for the Western District of Washington grants Shenzhen Chunyan Technology Co. Ltd.’s ex parte motion for alternative service of process on Hong Kong Xingtai International Trade Co Limited. The Court authorizes service by email under Federal Rule of Civil Procedure 4(f)(3), concluding that the method is not prohibited by the Hague Convention and is reasonably calculated to provide notice.

CASE DETAILS

COURT	United States District Court for the Western District of Washington
WRITING FOR THE COURT	Kymberly K. Evanson
JURISDICTION	United States District Court for the Western District of Washington
DECIDED	January 8, 2026
DOCKET	C25-2265-KKE
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved ex parte for authorization to serve the foreign corporate defendant by email under Federal Rule of Civil Procedure 4(f)(3), as incorporated through Rule 4(h)(2).
STANDARD OF REVIEW	The court exercised discretion under Federal Rule of Civil Procedure 4(f)(3) to determine whether the requested method of international service was permitted and whether it satisfied due process.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential

TOPICS

- service of process
- civil procedure
- patent law
- commercial litigation

PRACTICE AREAS

- civil procedure
- patent law
- commercial litigation

QUESTIONS PRESENTED

1. Whether email service on a foreign corporation in Hong Kong is authorized under Federal Rule of Civil Procedure 4(f)(3), as incorporated by Rule 4(h)(2), and is not prohibited by an applicable international agreement.
2. Whether service by email to the address Defendant used in a related Amazon patent-evaluation proceeding is reasonably calculated to provide notice and therefore satisfies due process.

HOLDINGS

1. The court may authorize service by email under Federal Rule of Civil Procedure 4(f)(3) where the requested method is not prohibited by an international agreement; because Plaintiff lacked a known address for Defendant, the Hague Convention did not apply, and email service was not otherwise prohibited.
2. Service by email to the address Defendant used to communicate with Amazon in a related patent-evaluation proceeding satisfies due process because it is reasonably calculated to provide Defendant with notice of the action.

KEY QUOTATIONS

“ “[S]ervice of process under Rule 4(f)(3) is neither a ‘last resort’ nor ‘extraordinary relief’”; “[i]t is merely one means among several which enables service of process on an international defendant.” ” (at 1)

“To satisfy due process, any method of service directed by the Court “must be ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” ” (at 1-2)

FACTUAL BACKGROUND

Plaintiff, a company located in Shenzhen, China, brought an action concerning declaratory judgment of patent non-infringement involving decorative outdoor solar lights sold through Amazon.com. Defendant was identified as a Hong Kong company at an address that Plaintiff's investigation indicated was associated with multiple unrelated entities and likely was a virtual office or mail-drop location. Plaintiff sought to serve Defendant by email using an address Defendant had provided to Amazon in a related APEX patent-evaluation proceeding.

PROCEDURAL HISTORY

Plaintiff filed a declaratory-judgment action concerning alleged patent non-infringement. After investigating the address provided for Defendant and concluding that it was not a reliable physical address, Plaintiff sought alternative service by email using an address Defendant had provided in a related Amazon patent-evaluation proceeding. The district court granted the motion and directed Plaintiff to file proof of service.

DISPOSITION

other

CASES CITED

- Rio Props., Inc. v. Rio Int'l Interlink, 284 F.3d 1007 (9th Cir. 2002)
- Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306 (1950)
- Amazon.com, Inc. v. Dafang HaoJiafu Hotpot Store, 2021 WL 4307067 (W.D. Wash. Sept. 22, 2021)
- Amazon.com, Inc. v. Chen, 2023 WL 7017077 (W.D. Wash. Oct. 25, 2023)
- Amazon.com, Inc. v. KexleWaterFilters, 2023 WL 2017002 (W.D. Wash. Feb. 15, 2023)
- Facebook, Inc. v. Banana Ads, LLC, 2012 WL 1038752 (N.D. Cal. Mar. 26, 2012)

OPINION

1 2 3 4 5 UNITED STATES DISTRICT COURT 6 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE 7 SHENZHEN CHUNYAN TECHNOLOGY CASE NO. C25-2265-KKE 8 CO
LTD, ORDER GRANTING MOTION FOR 9 Plaintiff(s), ALTERNATIVE SERVICE OF
PROCESS v. 10 HONG KONG XINGTAI 11 INTERNATIONAL TRADE CO LIMITED, 12
Defendant(s). 13 This patent infringement matter comes before the Court on Plaintiff Shenzhen
Chunyan 14 Technology Co. Ltd.'s ex parte motion for alternative service of process.

Dkt. No. 7. For the 15 reasons below, the Court will grant Plaintiff's motion. 16 I.
BACKGROUND 17 On November 13, 2025, Plaintiff brought this lawsuit seeking declaratory
judgment of 18 patent non-infringement by its decorative outdoor solar lights, which are sold
through 19 Amazon.com, under the Declaratory Judgment Act and the Patent Act. Dkt. No. 1 at 1–
2.

Plaintiff 20 is a company located in Shenzhen City, Guangdong Province, China, and, at the time
of filing its 21 complaint, asserted that Defendant Hong Kong Xingtai International Trade Co
Limited is a 22 company located at “Unit 1406A, 14/F, The Belgian Bank Building, Nos. 721-725
Nathan Road, 23 Kowloon, Hong Kong.” Dkt. No. 1 ¶¶ 3, 4. 24 1 Since filing its complaint,
Plaintiff's investigation of Defendant's Hong Kong address 2 revealed that the address appeared
not to be linked to Defendant, but is instead associated with 3 “multiple unrelated entities,
including trading companies, consulting firms, and corporate-service 4 providers.” Dkt.

No. 7-1 ¶ 5; see Dkt. Nos. 7-2–7-18 (screenshots of businesses other than 5 Defendant listing the
Unit 1406A address on their websites). Plaintiff infers that, rather than being 6 Defendant's
address, the Unit 1406 address is “nothing more than a generic virtual office or mail- 7 drop
location,” and that there is no “indication that Defendant maintains an actual presence there.” 8
Dkt.

No. 7 at 3. Accordingly, Plaintiff represents that it lacks a “known” physical address for 9
Defendant at this time and seeks to serve Defendant using the email address Defendant provided
10 to assert its patent rights in a related Amazon Patent Evaluation Express (“APEX”) proceeding.
11 Id. at 2. 12 II. DISCUSSION 13 A. Legal Standard 14 Federal Rule of Civil Procedure 4(h)(2)

allows for service of foreign corporations “in any 15 manner prescribed by Rule 4(f) for serving an individual.” Fed.

R. Civ. P. 4(h)(2). Rule 4(f) 16 provides three means to complete international service; one is not preferred over another. See *Rio 17 Props., Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1015 (9th Cir. 2002). Plaintiff requests to serve 18 Defendant under Rule 4(f)(3), which permits service “by other means not prohibited by 19 international agreement, as the court orders.” Fed.

R. Civ. P. 4(f)(3). “[S]ervice of process under 20 Rule 4(f)(3) is neither a ‘last resort’ nor ‘extraordinary relief’”; “[i]t is merely one means among 21 several which enables service of process on an international defendant.” *Rio Props.*, 284 F.3d at 22 1015.

The district court has “the discretion ... to balance the limitations of email service against 23 its benefits in any particular case.” *Id.* at 1018. 24 1 “Even if facially permitted by Rule 4(f)(3), a method of service of process must also 2 comport with constitutional notions of due process.” *Rio Props.*, 284 F.3d at 1016.

To satisfy due 3 process, any method of service directed by the Court “must be ‘reasonably calculated, under all 4 the circumstances, to apprise interested parties of the pendency of the action and afford them an 5 opportunity to present their objections.’” *Id.* at 1016–17 (quoting *Mullane v. Cent. Hanover Bank 6 & Trust Co.*, 339 U.S. 306, 314 (1950)). 7 B. Service by Email Complies with Rule 4(f)(3) 8 To comply with Rule 4(f)(3), service of process via email on defendants in Hong Kong 9 must not be “prohibited by international agreement.” Fed.

R. Civ. P. 4(f)(3). Hong Kong¹ is a 10 signatory to the Hague Convention. *Amazon.com, Inc. v. Dafang HaoJiafu Hotpot Store*, C21- 11 766-RSM, 2021 WL 4307067, at *1 (W.D. Wash. Sep. 22, 2021). But the Hague Convention 12 “shall not apply where the address of the person to be served with the document is not known.” 13 Hague Convention, art 1.

In this case, Plaintiff represents that it does not know the address of 14 Defendant, so the Hague Convention neither applies nor bars service by email. See *Amazon.com, Inc. v. Chen*, C21-1456-BJR-SKV, 2023 WL 7017077, at *2 (W.D. Wash. Oct. 25, 2023); see also 16 *Amazon.com, Inc. v. KexleWaterFilters*, C22-1120JLR, 2023 WL 2017002 (W.D. Wash. Feb. 15, 17 2023).

18 Even if the Hague Convention applies, email service on defendants located in Hong Kong 19 is not prohibited by it or any other international agreement. See *Dafang HaoJiafu Hotpot Store*, 20 2021 WL 4307067, at *1 (holding the same and granting motion for alternative service on 21 1 Hong Kong is designated as a “special administrative region of the People’s Republic of China, which has advised 22 the United States that the Hague Service Convention is in effect in Hong Kong.” *Facebook, Inc. v. Banana Ads, LLC*, C-11-3619 YGR, 2012 WL 1038752, at *2 n. 5 (N.D.

Cal. Mar. 27, 2012); see also 23 Declaration/Reservation/Notification, <https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=393&disp=resdn> (last visited January 6, 2026) (“The Convention has been extended to Hong Kong.”). 24 1 defendant in Hong Kong).

Accordingly, service by email is not prohibited by international 2 agreement and Plaintiff has shown that an order permitting service by email would comply with 3 Rule 4(f). 4 C. Service by Email Satisfies Due Process 5 Plaintiff requests to effect service upon Defendant under Rule 4(f) (3) using an email 6 address that Defendant provided to Amazon to assert its own patent rights in the related APEX 7 proceeding.

Dkt. No. 1 ¶ 11, Dkt. No. 1-2 at 3. Plaintiff argues that “[s]ervice to that address is 8 reasonably calculated to provide notice because it is the very channel Defendant selected to 9 communicate its patent-enforcement position” in the APEX proceeding regarding the patent at 10 issue in this lawsuit. Dkt. No. 7 at 5. 11 The Court agrees with Plaintiff that the due process requirement is satisfied.

Here, Plaintiff 12 has provided evidence that Defendant used the same email address to communicate with the 13 Amazon evaluator in the context of the related APEX proceeding. See Dkt. No. 1-2 (Defendant’s 14 CEO providing email address to “be used by the Evaluator and Amazon for communications 15 related to the Evaluation” on October 30, 2025).

Accordingly, the Court finds it is likely that 16 service of process via email is likely to provide Defendant with notice of this lawsuit. See *Dafang 17 HaoJiafu Hotpot Store*, 2021 WL 4307067, at *1 (granting motion for alternative service upon 18 email addresses associated with defendants’ Amazon selling accounts). 19 III. CONCLUSION 20 Accordingly, the Court GRANTS Plaintiff’s motion for electronic service of process.

Dkt. 21 No. 7. Plaintiff may effect service of process through email service to the email address identified 22 in Plaintiff’s motion. Plaintiff must then file proof of service on the docket. 23 24 1 Dated this 8th day of January, 2026. 2 A 3 Kymberly K. Evanson 4 United States District Judge 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24