

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

**Valna Holding Cypress Ltd. v. BiBo Biopharma Engineering
Company Ltd., et al.**

Valna Holding Cypress · No. 25-cv-03328-KAW · Decided December 22, 2025

OPINION

Valna Holding Cypress Ltd v. BiBo Biopharma Engineering Company Ltd., et al.

PER CURIAM.

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4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 VALNA HOLDING CYPRESS LTD, Case No. 25-cv-03328-KAW 8 Petitioner,

ORDER RE MOTION FOR

9 v. ALTERNATIVE SERVICE

10 BIBO BIOPHARMA ENGINEERING Re: Dkt. No. 20

COMPANY LTD., et al., 11 Respondents. 12 13 Petitioner Valna Holding Cypress Ltd. filed this
action against Defendants BiBo 14 Biopharma Engineering Company Ltd. (“BiBo Biopharma”),
BiBo Pharma Scientific Company 15 Ltd. (“BiBo Pharma”), and BiBo Biopharma Engineering
Co., Ltd. (“BiBo Biopharma MA”), 16 seeking to confirm an arbitration award. (Amend. Pet.,
Dkt. No. 15.) On October 17, 2025, 17 Petitioner filed a motion for alternative service as to
Defendant BiBo Biopharma, specifically by 18 serving third-party 89bio, Inc. (“89bio”). (Mot. for
Alt. Service, Dkt. No. 20.) 19 The Court previously found this matter suitable for disposition
without a hearing pursuant 20 to Civil Local Rule 7-1(b). (Dkt. No. 21.) Having considered the
filings and relevant legal 21 authorities, the Court DENIES Petitioner’s motion for alternative
service.

22 I. BACKGROUND

23 Beginning in September 2022, Petitioner and Respondents BiBo BioPharma and BiBo 24
Pharma attended an arbitration before the London Court of International Arbitration pursuant to a
25 2021 business agreement. (Amend. Pet. ¶ 1.) On April 10, 2024, the arbitrator issued a final 26
award, requiring that Respondents BiBo BioPharma and BiBo Pharma pay \$3 million, as well as
27 pre-award interest of \$175,808.22 and post-award interest at the rate of 3% per annum.
(Amend. 1 BioPharma and BiBo Pharma pay €1,133,963.71 in legal costs and expenses and
£7,037.17 in 2 arbitration costs, as well as post-award interest in the rate of 3% per annum.
(Amend. Pet. ¶ 15.) 3 On April 14, 2025, Petitioner filed this action to have the arbitral awards
confirmed. 4 On October 17, 2025, Petitioner filed the instant motion to serve Respondent BiBo 5

Biopharma -- a Chinese company -- by serving non-party 89bio. (Mot. to Serve at 3.) 89bio is 6 incorporated in Delaware and has its principal place of business in San Francisco, California. 7 (Geng Decl., Exh. B (“SEC Quarterly Report”).) 89bio is a clinical-stage biopharmaceutical 8 company focused on the development and commercialization of therapies, with its lead product 9 candidate being pegozafermin. (SEC Quarterly Report at 6.) In April 2024, 89bio entered into a 10 collaboration agreement with BiBo Biopharma, under which BiBo Biopharma would construct a 11 production facility in China to enable the production of the bulk active ingredient required to 12 produce pegozafermin at a commercial level. (Id. at 11.) Under the agreement, 89bio committed 13 \$175 million for the construction of the production facility. (Id.) In short, 89bio views BiBo 14 Biopharma as a “primary source supplier.” (Id. at 32.)

15 II. DISCUSSION

16 “The Federal Rules of Civil Procedure permit service upon a corporation within the United 17 States as prescribed by the law of the forum state or the state in which service is made.” United 18 States ex rel. Miller v. Pub. Warehousing Co. KSC, 636 Fed. Appx. 947, 948 (9th Cir. 2016). As 19 relevant here, California law “permits service upon a corporation by delivering a copy of the 20 summons and the complaint to ‘a general manager’ of the corporation.” Id. (quoting Cal. Code of 21 Civil Proc. § 416.10(b).) Relatedly, “California Corporations Code § 2110 permits service of 22 process upon a foreign corporation transacting business in California by serving ‘its general 23 manager in this state.’ The term ‘general manager’ is not defined in either statute.” Id. 24 Here, Petitioner asserts that 89bio is a “general manager” pursuant to Cospers v. Smith & 25 Wesson Arms Co., 53 Cal. 2d 77 (1959). There, the California Supreme Court considered whether 26 service was completed on Defendant Smith and Wesson, Inc. (“S&W”) by serving Walter K. 27 Lookabaugh, “the alleged agent, sales manager and manufacturer’s representative for [S&W].” Id. 1 salesman, or employees in California, instead distributing its product through wholesale and dealer 2 channels. Id. at 80. S&W, however, did have contracts with manufacturer’s representatives such 3 as Lookabaugh, who had a non-exclusive contract to promote the sale of S&W’s products by 4 using advertising material furnished by S&W, servicing dealer accounts, investigating and 5 recommending prospective dealers to S&W, arranging publicity, and handling and reporting on 6 complaints concerning defects in S&W’s products. Id. at 80-81. 7 The California Supreme Court found that service through Lookabaugh was adequate, 8 considering two factors. First, the validity of the service was dependent “on whether the foreign 9 corporation is ‘doing business in this State’ within the meaning of the statute,” i.e., whether the 10 corporation had “minimum contacts” such that “the maintenance of the suit does not offend 11 traditional notions of fair play and substantial justice.” Cospers, 53 Cal. 2d at 82 (internal 12 quotation omitted). The California Supreme Court found that S&W’s use of Lookabaugh to 13 promote sales, service dealer accounts, and distribute its advertising material constituted a 14 sufficient regular course of business dealings within the state because such services effectively 15 gave S&W “the benefits and advantages it would have enjoyed by operating through its own 16 office

or paid sales force.” Id. at 82-83. The California Supreme Court further found that it was 17 “not inconsistent with traditional notions of fair play and substantial justice” because the plaintiff 18 resided in California, the accident at issue in the suit occurred in California, and the witnesses who 19 would be called at trial were in California. Id. at 83. 20 Second, the validity of service required a finding as to whether Lookabaugh was a “general 21 manager in this State” for S&W, which required a finding that “the agent served is of sufficient 22 character and rank to make it reasonably certain that the defendant will be appraised of the service 23 made.” Cosper, 53 Cal. 2d at 83. In making this determination, the California Supreme Court 24 found that “the essential factor is that Lookabaugh in his selling and advertising activities was 25 performing services for [S&W] and providing it with the opportunity for regular contact with its 26 customers and a channel for a continuous flow of business into the state.” Id. at 84. Again, 27 because the arrangement between Lookabaugh and S&W gave S&W “the business advantages it 1 state[,] such arrangement was sufficient to constitute Lookabaugh ‘the general manager in this 2 State’ for purposes of service of process on [S&W].” Id. 3 Having carefully considered the facts of Cosper, the Court finds that it is not applicable in 4 this case. The relationship between Respondent BiBo Biopharma and 89bio is nothing like that of 5 S&W and Lookabaugh; whereas Lookabaugh worked on behalf of S&W to promote and sell 6 S&W’s products to California customers, 89bio is collaborating with Respondent BiBo 7 Biopharma to build a factory in China so that 89bio can be supplied with the active ingredient 8 needed for 89bio to produce its own product. While Petitioner appears to suggest that Respondent 9 BiBo Biopharma contracted with 89bio to transport pharmaceuticals to California for sale in 10 California, or that 89bio is “repackaging” Respondent BiBo Biopharma’s chemicals, Petitioner 11 provides no evidence in support. (Mot. for Alt. Service at 8, 10 n.5.) Rather, the evidence before 12 the Court -- namely 89bio’s SEC report -- makes clear that Respondent BiBo Biopharma is 13 effectively a supplier of raw material to 89bio. (Mot. for Alt. Service at 8; SEC Quarterly Report 14 at 6, 11, 32.) Thus, 89bio is not Respondent BiBo Biopharma’s agent or representative 15 responsible for handling customers in California; instead, 89bio appears to be Respondent BiBo 16 Biopharma’s customer, buying the active ingredient to produce its own products. The 17 arrangement between 89bio and Respondent BiBo Biopharma does not provide Respondent BiBo 18 Biopharma with the business advantages it would have enjoyed if it conducted its business 19 through its own office because there is no suggestion Respondent BiBo Biopharma would be 20 selling the active ingredient for pegozafermin directly to California customers, nor does it appear 21 that 89bio provides regular contact between Respondent BiBo Biopharma and Respondent BiBo 22 Biopharma’s “customers” (other than 89bio itself). Thus, the Court finds that 89bio is not a 23 “general manager” for Respondent BiBo Biopharma. 24 Plaintiff has identified no legal authority finding that Cosper applies to facts similar to this 25 case. Rather, the cases cited by Plaintiff have concerned foreign corporations and their domestic 26 subsidiaries, with the subsidiary company being responsible for distributing the parent company’s 27 product in California and/or providing customer service

to California customers. See Yamaha 1 America was a general manager for Yamaha-Japan because Yamaha-America had an exclusive 2 || arrangement to sell the manufacturer's products, provide warranty service and English owner 3 manuals, do testing and marketing, and receive complaints about the manufacturer's products); 4 Halo Elecs., Inc. v. Bel Fuse Inc., No. C-07-6222-RMW, 2010 U.S. Dist. LEXIS 64025, at *7-8 5 (N.D. Cal. June 14, 2020) (finding that the defendant's wholly-owned subsidiary was a general 6 || manager because it acted as a liaison between United States customers and the parent company); 7 Hatami v. KIA Motors Am., Inc., 2008 U.S. Dist. LEXIS 89909, at *2, 6 (C.D. Cal. Oct. 29, 2008) 8 (finding that Kia Motors America was a general manager for Kia Motor Company because it was 9 || the U.S. distributor for automobiles designed and/or manufactured by Kia Motors Company); 10 Falco y. Nissan N, Am., Inc., 987 F. Supp. 2d 1071, 1077 (C.D. Cal. 2013) (finding that Nissan- 11 Japan's wholly-owned domestic subsidiary Nissan-America was a general manager because 12 || Nissan-America was the sole authorized distributor of Nissan vehicles in America); Syscom USA 13 || Inc. v. Nakajima USA, Inc., No. CV1407137ABJPRX, 2020 U.S. Dist. LEXIS 164859, at *17-18 14 || (C.D. Cal. Jan. 29, 2020) (finding that the defendant's subsidiaries were "general managers" 3 15 because the defendant created the subsidiaries to sell its Sanrio products in the United States). a 16 || While a parent-subsidiary relationship is certainly not required (as made clear in Cosper), these 3 17 cases are consistent in requiring that the "general manager" play a significant role on behalf of the 18 || defendant-party in reaching out to California customers. In contrast, the evidence shows that 19 89bio does not do any such work on behalf of Respondent BiBo Biopharma. 89bio's contract with 20 || Respondent BiBo Biopharma to build a company in China to produce "primary material" needed 21 by 89bio to produce its own product does not make it Respondent BiBo Biopharma's "general 22 || manager." 23 Ill. CONCLUSION 24 For the reasons stated above, the Court DENIES Petitioner's motion for alternative service. 25 IT IS SO ORDERED. 26 Dated: December 22, 2025 . 28 United States Magistrate Judge