

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Global Brother SRL v. Tushar Popat

Global Brother · No. 2:25-cv-02319-DJC-CSK · Decided December 9, 2025

SUMMARY

The United States District Court for the Eastern District of California considers Global Brother SRL’s motions for alternative service, an extension of time to serve, and attorneys’ fees and costs in a copyright infringement action against Tushar Popat. The court authorizes personal or substitute service under California law accompanied by documented email service, grants an additional 90 days for service, and denies attorneys’ fees without prejudice. The court also vacates the scheduled hearing.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Daniel J. Calabretta
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	December 9, 2025
DOCKET	2:25-cv-02319-DJC-CSK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for authorization to serve Defendant by email or other alternative means, an extension of time for service, and attorneys’ fees and costs. The district court granted the motions in part and denied them in part.
STANDARD OF REVIEW	The court applied the statutory and rule-based standards governing service of process, including whether the proposed method was reasonably calculated to provide actual notice and whether good cause supported an extension under Federal Rule of Civil Procedure 4(m).
PRECEDENTIAL VALUE	unpublished, nonprecedential district court order
PARTIES	Global Brother SRL v. Tushar Popat

TOPICS

- service of process
- civil procedure
- attorney fees
- copyright law

PRACTICE AREAS

civil procedure

copyright

QUESTIONS PRESENTED

1. Whether Plaintiff could serve Defendant through email under Federal Rule of Civil Procedure 4(e) and California law.
2. Whether Plaintiff demonstrated good cause for an additional 90-day extension to serve Defendant under Federal Rule of Civil Procedure 4(m).
3. Whether Plaintiff was entitled at that time to attorneys' fees and costs under the court's inherent authority.

HOLDINGS

1. The court declined to invoke California Code of Civil Procedure section 413.30 because California law provides other methods of service, but permitted Plaintiff to serve Defendant personally or by substitute service consistent with California law, together with documented service by email and a copy to Defendant's counsel.
2. Plaintiff established good cause for failing to serve Defendant within the applicable period, and the court granted Plaintiff an additional 90 days to effect service.
3. The court denied Plaintiff's request for attorneys' fees without prejudice to renewal once Defendant appears in the action.

KEY QUOTATIONS

"Where no provision is made in this chapter or other law for the service of summons, the court in which the action is pending may direct that summons be served in a manner which is reasonably calculated to give actual notice to the party to be served and that proof of such service be made as prescribed by the court." (2)

"But if the plaintiff shows good cause for the failure, the court must extend the time for service for an appropriate period." (4)

FACTUAL BACKGROUND

Global Brother SRL, a Romanian publisher, sued Tushar Popat for allegedly disseminating its copyrighted works through online platforms. Popat initially contacted Plaintiff by email and requested delayed service, but did not execute a waiver of service or correct the allegedly invalid address listed in his DMCA counter-notice. Popat later retained counsel, but Plaintiff alleged that counsel did not respond to repeated requests concerning waiver and service. Plaintiff then sought authorization for email service, an extension of time, and attorneys' fees and costs.

PROCEDURAL HISTORY

Global Brother SRL filed a copyright-infringement action on August 13, 2025. After unsuccessful efforts to obtain a waiver and personally serve Popat at an allegedly invalid address, Plaintiff sought alternative service

and related relief. The court authorized personal or substitute service accompanied by documented email service, granted an additional 90 days for service, and denied attorneys’ fees without prejudice to renewal after Defendant appears.

DISPOSITION

other

CASES CITED

- Oh My Green, Inc. v. Cuffe, No. 19-cv-25097-PAP (VCX), 2020 WL 3213715, at *2 (C.D. Cal. Mar. 20, 2020)
- Dellone v. Coinbase, Inc., No. 1:23-cv-01408-ADA-HBK, 2023 WL 8646925, at *2 (E.D. Cal. Dec. 14, 2023)
- Rio Properties, Inc. v. Rio International Interlink, 284 F.3d 1007, 1017-18 (9th Cir. 2002)
- Watts v. Crawford, 10 Cal. 4th 743, 749 n.5 (1995)
- Commodity Futures Trading Commission v. Ooki DAO, No. 3:22-cv-05416-WHO, 2022 WL 17822445, at *9-10 (N.D. Cal. Dec. 20, 2022)

OPINION

Popat

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10

11 GLOBAL BROTHER SRL, No. 2:25-cv-02319-DJC-CSK

12 Plaintiff, 13 v. ORDER 14

TUSHAR POPAT,

15 Defendant. 16

17 18 Pending before the Court is Plaintiff’s Motion for Alternative Service and Motion 19 for Attorneys’ Fees and Costs. Plaintiff seeks an order for authorization of service by 20 email on Defendant under Federal Rules of Civil Procedure 4(d), 4(e) and California 21 Code of Civil Procedure § 413.30; an extension of time for service upon a showing of 22 good cause under Federal Rule of Civil Procedure 4(m); and an award of attorneys’ 23 fees and costs pursuant to the Court’s inherent authority. For the reasons discussed 24 below the Court GRANTS IN PART and DENIES IN PART Plaintiff’s Motions.

25 BACKGROUND

26 Plaintiff Global Brother SRL, a Romanian-based publisher, filed the instant 27 action in this Court on August 13, 2025, against Defendant Tushar Popat d/b/a/ 28 zeebelle.com. (Compl. (ECF

No. 1) ¶¶ 8,9.) Plaintiff brings a civil action for copyright 1 infringement and related claims against Defendant for allegedly engaging in the 2 unauthorized dissemination of Plaintiff's works through various online platforms and 3 other means. (Id. ¶¶ 1,2.) Plaintiff seeks injunctive relief, statutory damages, actual 4 damages, and attorneys' fees. (Id. ¶ 2.) 5 A few days after filing suit, Defendant contacted Plaintiff via email and 6 requested service be delayed by fourteen days, in an apparent attempt to resolve the 7 dispute. (Mot. Alt. Service (ECF No. 4) at 2 citing DeFrancesco Decl. (ECF No. 4-2) 8 ¶ 1a; Ex. 1.) Plaintiff deferred service accordingly. (Id.) After subsequent email 9 exchanges, Plaintiff sent Defendant an executed Waiver of Service form via email but 10 left the date line blank pending Defendant's return signature. (Id.; DeFrancesco Decl. 11 ¶ 1a.) Defendant did not respond, sign or object. (Mot. Alt. Service at 2.) Plaintiff 12 renewed the waiver request by email. (Id.) Without any response still, Plaintiff used a 13 process server, who reported that the address provided by Defendant in his DMCA 14 Counter-Notice was invalid. (Id.) 15 At some point, Defendant retained counsel, who directed all communications 16 to his office. (Id. citing DeFrancesco Decl. ¶ 2; Ex. 3.) On October 25, 2025, Plaintiff 17 emailed counsel with the prior waiver request, and asked Defendant's counsel to have 18 it signed and returned. (Mot. Alt. Service at 2.) Plaintiff also informed Defendant's 19 counsel that the address provided by Defendant in the DMCA Counter-Notice was 20 incorrect. (Id.; DeFrancesco Decl. ¶ 2a.) This effort was repeated on October 26th, 21 27th, and 29th. (Mot. Alt. Service at 2.) Plaintiff contends that Defendant's counsel 22 ignored each attempt. (Id.) On October 30, 2025, Plaintiff attempted personal service 23 against at the address listed on the Counter-Notice, to confirm its inaccuracy. (Id. at 24 3.) 25 Plaintiff has since filed the instant Motion seeking an order (1) authorizing 26 service by email on Defendant pursuant to Federal Rules of Civil Procedure 4(d), 4(e) 27 and California Code of Civil Procedure § 413.30; (2) extending time for service upon a 28 1 showing of good cause under Federal Rule of Civil Procedure 4(m); and (3) awarding 2 attorneys' fees and costs thereto pursuant to the Court's inherent authority.

3 MOTION FOR ALTERNATIVE SERVICE

4 I. Legal Standard 5 Federal Rule of Civil Procedure 4(e)(1) provides that a plaintiff may serve an 6 individual using any method permitted by the law of the state where the district court 7 is located or where service is made. Fed. R. Civ. P. 4(e)(1). California law permits five 8 basic methods of service: (1) personal delivery; (2) delivery to someone else at the 9 party's usual residence or place of business with mailing (known as "substitute 10 service"); (3) service by mail with acknowledgment of receipt; (4) service on persons 11 outside the state by certified or registered mail with a return receipt requested; and 12 (5) service by publication. Cal. Civ. Proc. Code §§ 415.10, 415.20, 415.30, 415.40, 13 415.50. 14 II. Discussion 15 Plaintiff argues that the Court should allow for the use of non-traditional means, 16 specifically email, to serve Defendant. Plaintiff points to several attempts to effectuate 17 a waiver of service on Defendant's counsel and attempts at personal service to an 18 "invalid" address provided by Plaintiff. 19 Under California Code of Civil Procedure § 413.30, 20 Where no provision is made in this chapter or other law for

the service of summons, the court in which the action is 21 pending may direct that summons be served in a manner 22 which is reasonably calculated to give actual notice to the party to be served and that proof of such service be made 23 as prescribed by the court. 24 25 Although the Court recognizes Plaintiff's frustration with attempts to serve Defendant, 26 the Court finds that section 413.30 is not appropriately invoked at this time. Notably, 27 section 413.30 states that it applies "[w]here no provision is made in this chapter or 28 1 other law for the service of summons."1 "Because California law does have provisions 2 for service in the circumstances [Plaintiff] allegedly faces, and [Plaintiff] has not taken 3 advantage of those other service methods, section 413.30 is not applicable." *Oh My 4 Green, Inc. v. Cuffe*, No. 19-cv-25097-PAP (VCX), 2020 WL 3213715, at *2 (C.D. Cal.

5 Mar. 20, 2020).

6 With that said, the Court also recognizes that Defendant here is alleged to 7 conduct business electronically, relies on his email as his principal channel of 8 communication and has already received actual knowledge of this lawsuit through 9 prior correspondence with Plaintiff and through Defendant counsel's communications. 10 (Mot. Alt. Service at 2, 5; Compl. ¶¶ 10, 14, 18–20.) Several courts have approved 11 forms of electronic service as reasonably calculated to give actual notice to the party 12 to be served. See *Dellone v. Coinbase, Inc.*, No. 1:23-cv-01408-ADA-HBK, 2023 WL 13 8646925, at *2 (E.D. Cal. Dec. 14, 2023) (collecting cases); see also *Rio Properties, Inc. 14 v. Rio Intern. Interlink*, 284 F.3d 1007, 1017–18 (9th Cir. 2002) (discussing Federal Rule 15 of Civil Procedure 4(f) and that the facts of the case demonstrated that that service of 16 process by email was "reasonably calculated to provide. . .notice."). Further, the 17 California Code of Civil Procedure allows electronic service in certain circumstances, 18 see Cal. Civ. Proc. Code § 1010.6, and the California Supreme Court's has instructed 19 that "[i]f a defendant's address is ascertainable, a method of service superior to 20 publication must be employed, because constitutional principles of due process of 21 law, as well as the authorizing statute, require that service by publication be utilized 22 only as a last resort." *Watts v. Crawford*, 10 Cal.4th 743, 749 n.5 (1995). 23 //// 24 //// 25 //// 26 27 1 Plaintiff's citation to *Commodity Futures Trading Comm'n v. Ooki DAO*, No. 3:22-cv-05416-WHO, 2022 WL 17822445, at *9–10 (N.D. Cal. Dec. 20, 2022) is not inapposite. There, the court applied section 28 413.30 after determining that other provisions of California law did not apply. 1 Accordingly, Plaintiff is permitted to serve Defendant personally, or through 2 | substitute service consistent with the California Code of Civil Procedure along with 3 | documented service to Defendant via email, and a copy to Defendant's counsel.

4 MOTION FOR EXTENTION OF TIME FOR SERVICE

5 Under Federal Rule of Civil Procedure 4(m), the court must "dismiss the action 6 | without prejudice" against a defendant who is not served within 90 days after the 7 | complaint is filed or order that service be made within a specified time. "But if the 8 | plaintiff shows good cause for the failure, the court must extend the time for service 9 | for an appropriate period." Fed. R. Civ. P.

4(m). Here, Plaintiff seeks an extension of 10 | time to serve Defendant given Defendant's incorrect physical address and Defendant 11 | counsel's failure to accept or return executed waivers of service or correct any error. 12 | The Court is satisfied that good cause has been established and GRANTS Plaintiff 13 | another 90 days to effectuate service on Defendant.

14 CONCLUSION

15 For the reasons discussed above, IT |S HEREBY ORDERED that: 16 1. Plaintiff serves Defendant via the above-listed methods and provide proof of 17 service with the Court. 18 2. Plaintiff is granted 90 days from the date of this order to effectuate proper 19 service. 20 3. Plaintiff's request for attorneys' fees is denied without prejudice to renewal 21 once Defendant appears in this action. 22 4. The hearing set on this matter for December 11, 2025, at 1:30 p.m. is 23 VACATED. 24 95 IT IS SO ORDERED. 26 | Dated: _December 8, 2025 Donel J bnetto Hon. Daniel alabretta

27 UNITED STATES DISTRICT JUDGE

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