

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Birch v. Green Man Gaming Limited

No. 2:24-cv-02929-DC-AC · No. No. 2:24-cv-02929-DC-AC · Decided August 25, 2025

SUMMARY

The United States District Court for the Eastern District of California denied, without prejudice, Plaintiff Adam Birch’s motion to serve foreign defendants through counsel for a U.S.-based subsidiary. The court held that Plaintiff had not shown circumstances warranting alternative service under Federal Rule of Civil Procedure 4(f)(3), including because service had been attempted only once on one foreign defendant and had not been attempted on the others.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Dena M. Coggins
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	August 25, 2025
DOCKET	No. 2:24-cv-02929-DC-AC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 4(f)(3) for leave to serve foreign defendants by serving counsel for their U.S.-based subsidiary, Green Man Gaming, Inc. The court denied the motion without prejudice.
STANDARD OF REVIEW	The court exercised its sound discretion to determine whether the particularities and necessities of the case warranted alternative service under Federal Rule of Civil Procedure 4(f)(3).
PRECEDENTIAL VALUE	Unpublished federal district court order; precedential status unknown
PARTIES	Adam Birch v. Green Man Gaming Limited, Green Man Gaming US LTD, Green Man Gaming Holdings Limited, Green Man Gaming, Inc.

TOPICS

- service of process
- civil procedure
- commercial litigation

PRACTICE AREAS

civil procedure

international service of process

commercial litigation

QUESTIONS PRESENTED

1. Whether the court should authorize service of the foreign corporate defendants under Federal Rule of Civil Procedure 4(f)(3) by serving counsel for their U.S.-based subsidiary.
2. Whether Plaintiff demonstrated that the particularities and necessities of the case warranted court intervention to permit alternative service.

HOLDINGS

1. A plaintiff need not attempt every feasible alternative before seeking service under Rule 4(f)(3), but the availability of a method that is not prohibited by an international agreement does not itself entitle the plaintiff to use that method; authorization remains committed to the district court's sound discretion.
2. Plaintiff failed to show that the circumstances warranted alternative service through counsel for the U.S.-based subsidiary.

KEY QUOTATIONS

“However, the fact that an alternative method of service is not prohibited by international agreement does not mean that the plaintiff is entitled to use such a method under Rule 4(f)(3).”

“For these reasons, the court finds Plaintiff has not shown that the particularities and necessities of this case warrant this court’s intervention to permit service by alternative means.”

FACTUAL BACKGROUND

Plaintiff sought to serve three foreign corporate defendants by serving counsel for their U.S.-based subsidiary, Green Man Gaming, Inc., which had appeared in the action. Plaintiff conceded that the foreign defendants were not actively evading service and argued primarily that the proposed method would streamline the litigation and reduce costs. Plaintiff had attempted Hague Convention service on only one foreign defendant, had not attempted service on the other two, and had not attempted service of the first amended complaint on any of the foreign defendants.

PROCEDURAL HISTORY

Plaintiff filed an amended complaint on February 10, 2025. He attempted service on Green Man Gaming Limited once through the Hague Convention, but the attempt failed because no staff was present at the delivery address, and he had not attempted service on the other two foreign defendants or service of the amended complaint. The court considered the motion on the papers under Eastern District of California Local Rule 230(g) and denied it without prejudice.

DISPOSITION

other

CASES CITED

- Rio Props., Inc. v. Rio Int'l Interlink, 284 F.3d 1007, 1015-16 (9th Cir. 2002)
- Keck v. Alibaba.com, Inc., 330 F.R.D. 255, 258 (N.D. Cal. 2018)
- Anova Applied Elecs., Inc. v. Inkbird Tech C.L., No. 23-cv-0845-JLR, 2023 WL 5973986, at *3 (W.D. Wash. Sept. 14, 2023)
- Fourte Int'l Ltd. BVI v. Pin Shine Indus. Co., No. 18-cv-00297-BAS-BGS, 2018 WL 1757776, at *2 (S.D. Cal. Apr. 11, 2018)
- Cal. Bd. Sports, Inc. v. G.H. Dijkmans Beheer B.V., No. 09-cv-1855-MJL-RBB, 2009 WL 3448456, at *2 (S.D. Cal. Oct. 21, 2009)
- Tevra Brands LLC v. Bayer Healthcare LLC, No. 19-cv-04312-BLF, 2020 WL 3432700, at *4 (N.D. Cal. June 23, 2020)

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