

**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

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 FOR THE EASTERN DISTRICT OF
CALIFORNIA 10 11 ADAM BIRCH, No. 2:24-cv-02929-DC-AC 12 Plaintiff, 13 v. ORDER
DENYING PLAINTIFF’S MOTION FOR LEAVE TO EFFECTUATE 14 GREEN MAN
GAMING LIMITED, et al., ALTERNATIVE SERVICE ON CERTAIN DEFENDANTS 15
Defendants. (Doc. No. 15) 16 17 This matter is before the court on Plaintiff’s motion for leave to
effectuate alternative 18 service on foreign Defendants Green Man Gaming Limited, Green Man
Gaming US LTD, and 19 Green Man Gaming Holdings Limited (“Foreign Defendants”),
specifically by serving counsel 20 for Defendant Green Man Gaming, Inc., a subsidiary of the
Foreign Defendants based in the 21 United States, who has appeared in this action.

(Doc. No. 15.) Defendant Green Man Gaming Inc. 22 (“GMG”) filed an opposition to the pending
motion on June 20, 2025, and Plaintiff filed a reply 23 thereto on June 30, 2025. (Doc. Nos. 18,
19.) Pursuant to Local Rule 230(g), the pending motion 24 was taken under submission to be
decided on the papers. (Doc. No. 20.)

For the reasons explained 25 below, Plaintiff’s motion will be denied. 26 Under Federal Rule of
Civil Procedure Rule 4(h)(2), a “foreign corporation, or a 27 partnership or other unincorporated
association that is subject to suit under a common name, must 28 be served... at a place not within
any judicial district of the United States, in any manner 1 prescribed by Rule 4(f) for serving an
individual....” Rule 4(f) provides that such service may 2 be made: 3 (1) by any internationally
agreed means of service that is reasonably calculated to give notice, such as those authorized by
the Hague 4 Convention on the Service Abroad of Judicial and Extrajudicial Documents; 5 (2) if
there is no internationally agreed means, or if an international 6 agreement allows but does not
specify other means, by a method that is reasonably calculated to give notice: 7 (A) as prescribed
by the foreign country’s law for service in 8 that country in an action in its courts of general
jurisdiction; 9 (B) as the foreign authority directs in response to a letter rogatory or letter of
request; or 10 (C) unless prohibited by the foreign country’s law, by: 11 (i) delivering a copy of
the summons and of the 12 complaint to the individual personally; or 13 (ii) using any form of
mail that the clerk addresses and sends to the individual and that requires a signed 14 receipt; or
15 (3) by other means not prohibited by international agreement, as the court orders.

16 17 Fed. R. Civ. P. 4(f). 18 A plaintiff is not required to attempt service “by all feasible alternatives before service 19 under Rule 4(f)(3) is allowed.” *Rio Props., Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1015–16 20 (9th Cir. 2002). “However, the fact that an alternative method of service is not prohibited by 21 international agreement does not mean that the plaintiff is entitled to use such a method under 22 Rule 4(f)(3).” *Keck v. Alibaba.com, Inc.*, 330 F.R.D.

255, 258 (N.D. Cal. 2018). Rather, “the task 23 of determining when the particularities and necessities of a given case require alternate service of 24 process under Rule 4(f)(3)” is “commit[ed] to the sound discretion of the district court.” *Rio 25 Props.*, 284 F.3d at 1015–16. “Courts consider a variety of factors when evaluating whether 26 alternative service is warranted, including (1) “the plaintiff’s effort to locate the defendant’s 27 address and whether the address could not be found,” (2) whether the defendant is purposefully 28 evading service of process, and (3) “whether service under the Hague Convention was attempted 1 or otherwise feasible.” *Anova Applied Elecs., Inc. v. Inkbird Tech C.L.*, No. 23-cv-0845-JLR, 2 2023 WL 5973986, at *3 (W.D.

Wash. Sept. 14, 2023). For example, courts consider a plaintiff’s 3 “inability to serve an elusive international defendant,” *Rio Props.*, 284 F.3d at 1015–16, but not 4 whether the “requested alternative methods of service are the most efficient and effective methods 5 of service,” *Fourte Int’l Ltd. BVI v. Pin Shine Indus. Co.*, No. 18-cv-00297-BAS-BGS, 2018 WL 6 1757776, at *2 (S.D.

Cal. Apr. 11, 2018), or whether available methods of service are “too slow,” 7 *Cal. Bd. Sports, Inc. v. G.H. Dijkmans Beheer B.V.*, No. 09-cv-1855-MJL-RBB, 2009 WL 8 3448456, at *2 (S.D. Cal. Oct. 21, 2009). 9 Here, Plaintiff concedes in his reply brief that he “does not contend that the Foreign 10 Defendants are actively evading service.” (Doc. No. 19 at 6.)

Second, Plaintiff essentially argues 11 that permitting alternative service via Defendant “GMG’s counsel at this stage would streamline 12 the litigation” and “reduce unnecessary costs for Plaintiff” (*id.* at 6)—in other words, that such 13 alternative service would merely be a more effective and efficient method.

Third, and most 14 importantly, Plaintiff has not actually attempted service on two of the three Foreign Defendants— 15 *Green Man Gaming US LTD* and *Green Man Gaming Holdings Limited*—and Plaintiff attempted 16 service on Defendant *Green Man Gaming Limited* through the Hague Convention process only 17 one time. (See Doc. No. 15-1 at 5–6.) That sole attempt at service on Defendant *Green Man 18 Gaming Limited* failed “due to no staff being present at the delivery address” (*id.* at 6), which is 19 not a sufficient reason to conclude that further service attempts would be futile or infeasible, such 20 as when a given address does not exist.

Further, as Defendant *Green Man Gaming, Inc.*, 21 emphasizes in its opposition to Plaintiff’s motion, Plaintiff has not made any attempts to serve the 22 Foreign Defendants with his first

amended complaint, which he filed on February 10, 2025, 23 nearly four months before filing his motion for leave to effectuate alternative service. (See Doc. 24 No. 18 at 5.)

25 For these reasons, the court finds Plaintiff has not shown that the particularities and 26 necessities of this case warrant this court's intervention to permit service by alternative means. 27 See *Tevra Brands LLC v. Bayer Healthcare LLC*, No. 19-cv-04312-BLF, 2020 WL 3432700, at 28 *4 (N.D. Cal. June 23, 2020) (finding "the circumstances at bar do not necessitate [the court's] 1 | intervention" and denying motion for alternative service via counsel for U.S.-based subsidiary 2 | where the plaintiff "attempted to serve the German Defendants three times pursuant to the Hague 3 | convention," there were no allegations that the German Defendants were evading service, and the 4 | plaintiff did not show "service through the [Hague] Convention would be unsuccessful or result 5 || in unreasonable burden or delay").

6 Accordingly, Plaintiff's motion for leave to effectuate alternative service on Defendants 7 | Green Man Gaming Limited, Green Man Gaming US LTD, and Green Man Gaming Holdings 8 | Limited (Doc. No. 15) is DENIED, without prejudice. 9 10 IT IS SO ORDERED. □ 11 | Dated: _ August 22, 2025 os Dena Coggins 12 United States District Judge 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28