

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

CSP Logistics v. K18, Inc.

CSP Logistics · No. 24-cv-09143-HSG · Decided May 6, 2025

SUMMARY

The United States District Court for the Northern District of California grants K18, Inc.’s motion for an anti-suit injunction against CSP Logistics. The court concludes that the domestic and French actions involve functionally identical issues governed by the parties’ exclusive California forum-selection clause, that the foreign litigation would frustrate the forum’s policy favoring enforcement of such clauses, and that the injunction’s effect on international comity is tolerable. CSP is enjoined from pursuing the French litigation or similar litigation in another forum based on the same allegations during the pendency of the federal action.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Haywood S. Gilliam, Jr.
JURISDICTION	United States District Court for the Northern District of California
DECIDED	May 6, 2025
DOCKET	24-cv-09143-HSG
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for an anti-suit injunction to prevent Plaintiff from pursuing parallel litigation in France.
STANDARD OF REVIEW	The court applied the Ninth Circuit's three-part standard for foreign anti-suit injunctions: whether the parties and issues are the same and the first action is dispositive; whether at least one Unterweser factor supports an injunction; and whether the injunction's effect on international comity is tolerable.
PRECEDENTIAL VALUE	Unknown; district court order with no reported citation.

TOPICS

- injunctions
- civil procedure
- contract interpretation
- contracts
- commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the California action and the French action involved sufficiently similar parties and issues, with the California action capable of disposing of the French action.
2. Whether enforcement of the parties' exclusive forum-selection clause satisfied at least one *Unterweser* factor supporting a foreign anti-suit injunction.
3. Whether the requested anti-suit injunction would have an intolerable effect on international comity.

HOLDINGS

1. The California and French actions were functionally the same because they arose from the same operative facts and claims, were governed by the same exclusive forum-selection clause, and sought sufficiently similar relief; the California action was therefore capable of disposing of the French action.
2. The foreign litigation would frustrate the federal court system's policy favoring enforcement of freely negotiated forum-selection clauses, satisfying an *Unterweser* factor and supporting an anti-suit injunction.
3. The anti-suit injunction's effect on international comity was tolerable.

KEY QUOTATIONS

"A federal district court with jurisdiction over the parties has the power to enjoin them from proceeding with an action in the courts of a foreign country, although the power should be used sparingly." (Section II)

"The Ninth Circuit utilizes a three-part test to assess anti-suit injunctions." (Section II)

"Absent an anti-suit injunction in this case, the parties' bargained-for forum selection clause would lose its meaning, and the enforceability of such clauses would be undermined." (Section III.B)

FACTUAL BACKGROUND

CSP Logistics distributes hair products in French beauty salons and retail stores, while K18, Inc. is a global hair-products company. CSP alleged that K18 breached their distribution agreement by failing to supply certain K18 products and by supplying products to prohibited retailers. The agreement contained an exclusive forum-selection clause designating San Francisco County, California, or the United States District Court for the Northern District of California. After filing this action in California, CSP filed a related *référé* proceeding in France.

PROCEDURAL HISTORY

CSP Logistics filed this federal contract action in December 2024 concerning the parties' distribution agreement. Approximately two weeks later, CSP filed a related *référé* proceeding against K18 in the French Commercial Court of Nîmes. K18 moved for an anti-suit injunction, and the district court granted the motion without oral argument.

DISPOSITION

other

CASES CITED

- Microsoft Corp. v. Motorola, Inc., 696 F.3d 872 (9th Cir. 2012)
- E. & J. Gallo Winery v. Andina Licores S.A., 446 F.3d 984 (9th Cir. 2006)
- Applied Medical Distribution Corp. v. Surgical Co. BV, 587 F.3d 909 (9th Cir. 2009)
- In re Unterweser Reederei GMBH, 428 F.2d 888 (5th Cir. 1970)

OPINION

CSP Logistics v. K18, Inc.

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 CSP LOGISTICS, Case No. 24-cv-09143-HSG 8 Plaintiff, ORDER GRANTING ANTI-SUIT
INJUNCTION

9 v. Re: Dkt. No. 41

10 K18, INC.,

11 Defendant. 12

13 Pending before the Court is Defendant K18, Inc. (“K18”)’s motion for an anti-suit 14
injunction. Dkt. No. 41 (“Mot.”); Dkt. No. 42 (“Opp.”); Dkt. No. 46 (“Reply”). The Court finds 15
this matter appropriate for disposition without oral argument and the matter is deemed submitted.
16 See Civil L.R. 7-1(b). The Court GRANTS the motion.

17 I. BACKGROUND

18 Plaintiff CSP Logistics (“CSP”), a supplier that distributes hair products in French beauty 19
salons and retail stores, brought the above-titled action in December 2024. See Dkt. No. 1. CSP 20
alleges that K18, a global hair products company, violated the parties’ agreement governing the 21
distribution and sale of K18 products in France. Two weeks after filing suit in this district, CSP 22
filed a separate action against K18 in France by way of a référé procedure.¹ With CSP’s référé 23
motion pending before the French Commercial Court of Nîmes, K18 filed this motion for an anti-
24 suit injunction, asking the Court to enjoin CSP from continuing its litigation in France. 25 26
27

1 II. LEGAL STANDARD

2 “A federal district court with jurisdiction over the parties has the power to enjoin them 3 from
proceeding with an action in the courts of a foreign country, although the power should be 4 used
sparingly.” Microsoft Corp. v. Motorola, Inc., 696 F.3d 872, 881 (9th Cir. 2012) (internal 5

quotations and citations omitted). This mechanism, an anti-suit injunction, enables an “American 6 court [to] enjoin[] the claimant, not the foreign court.” *E. & J. Gallo Winery v. Andina Licores* 7 S.A., 446 F.3d 984, 989 (9th Cir. 2006). The Ninth Circuit utilizes a three-part test to assess anti- 8 suit injunctions. First, the Court must “determine whether or not the parties and the issues are the 9 same in both the domestic and foreign actions, and whether or not the first action is dispositive of 10 the action to be enjoined. Second, [the Court] determine[s] whether at least one of the so-called 11 ‘Unterweser factors’ applies. Finally, [the Court] assess[es] whether the injunction’s impact on 12 comity is tolerable.” *Microsoft Corp.*, 696 F.3d at 881 (internal citations and quotations omitted). 13 “The Unterweser factors are a disjunctive list of considerations that may justify a foreign anti-suit 14 injunction, first articulated by the Fifth Circuit in *In re Unterweser Reederei GMBH*, 428 F.2d 15 888, 896 (5th Cir. 1970).” *Id.* The factors include: “[whether the] foreign litigation . . . would (1) 16 frustrate a policy of the forum issuing the injunction; (2) be vexatious or oppressive; (3) threaten 17 the issuing court’s in rem or quasi in rem jurisdiction; or (4) where the proceedings prejudice 18 other equitable considerations.” *Id.* at 882. Since these factors are disjunctive, “if any of the four 19 elements is present, an anti-suit injunction may be proper.” *E. & J. Gallo Winery*, 446 F.3d at 20 990. To obtain an anti-suit injunction, the party seeking the injunction “need only demonstrate 21 that the factors specific to an anti-suit injunction weigh in favor of granting the injunction.” *Id.* at 22 991.

23 III. ANALYSIS

24 A. Similarity of parties and issues 25 “The threshold consideration for a foreign anti-suit injunction is whether or not the parties 26 and the issues are the same in both the domestic and foreign actions, and whether or not the first 27 action is dispositive of the action to be enjoined.” *Microsoft Corp.*, 696 F.3d at 882 (internal 1 and the French action. Accordingly, the Court focuses on the issues’ similarity. 2 This is a contract dispute subject to a forum selection clause, so “to the extent the domestic 3 action is capable of disposing of all the issues in the foreign action and all the issues in the foreign 4 action fall under the forum selection clause, the issues are meaningfully ‘the same.’” *Applied* 5 *Med. Distribution Corp. v. Surgical Co. BV*, 587 F.3d 909, 915 (9th Cir. 2009). The issues need 6 not be identical. *Id.* Instead, the “crux” of this “functional” inquiry is whether “all the issues in 7 the foreign action fall under the forum selection clause and can be resolved in the local action.” 8 *Id.* 9 CSP argues that the case in this district is “separate and distinguishable” from the French 10 action because “the issues and forms of relief” are distinct. *Opp.* at 10. The Court disagrees. The 11 claims in both actions arise from the same operative facts and claims, mainly CSP’s contention 12 that K18 breached the parties’ distribution agreement by failing to supply CSP with certain K18 13 products and by supplying K18 products to various prohibited retailers. And these claims are 14 plainly governed by the agreement’s forum selection clause, which states: “any controversy or 15 dispute arising out of or relating to this Agreement, forsaking any other jurisdiction, shall submit 16 to the sole, proper and exclusive jurisdiction and the venue of court of San Francisco County, 17 California, USA or the United States District Court

for the Northern District of California, USA.”

18 Mot. at 4. While CSP argues that a *référé* procedure yields different relief from a temporary
19 injunction, the relief appears sufficiently similar in function. Were either this Court or the
French 20 court to enjoin K18 from continuing its alleged violations, via a temporary injunction or
référé 21 ruling, CSP would obtain the relief that it seeks. Accordingly, just as in *Applied Med. 22*
Distribution Corp., “the present action is dispositive of the [French] action because all of the 23
claims in the [French] action ‘arise[] out of th[e] Agreement,’ are subject to the forum selection 24
clause, and therefore must be disposed of in the California forum if at all. Therefore, the issues 25
are functionally the same.” 587 F.3d at 916. 26 B. At least one *Unterweser* factor applies 27 Next,
the Court “look[s] to whether the foreign litigation would frustrate a policy of the 1 Corp., 696
F.3d at 885 (internal quotations and citation omitted). K18 argues that an anti-suit 2 injunction is
necessary to both uphold the federal court system’s commitment to forum selection 3 clause
enforcement and to enforce the parties’ forum selection clause in this matter. Mot. at 10. 4 The
Court agrees. The Ninth Circuit has “repeatedly stressed the importance of forum selection 5
clauses and ha[s] held that they ‘should be enforced absent strong reasons to set them aside.’” E. 6
& J. Gallo Winery, 446 F.3d at 992. “Courts should give effect to freely made contractual 7
agreements,” *Microsoft Corp.*, 696 F.3d at 885, and especially so here considering “California’s 8
strong policy in favor of enforcing forum selection clauses.” *Applied Med. Distribution Corp.*, 587
9 F.3d at 914. Absent an anti-suit injunction in this case, the parties’ bargained-for forum selection
10 clause would lose its meaning, and the enforceability of such clauses would be undermined.
See 11 *id.* (“[A] contrary result would effectively nullify the forum selection . . . clause.”).
Accordingly, 12 this *Unterweser* factor strongly favors granting K18’s anti-suit injunction. And
because these 13 factors are disjunctive, the Court does not need to address the applicability of
other *Unterweser* 14 factors. See *E. & J. Gallo Winery*, 446 F.3d at 990. 15 C. The anti-suit
injunction’s impact on comity is minimal 16 Finally, the Court must “assess whether the
injunction’s impact on comity is tolerable.” 17 *Microsoft Corp.*, 696 F.3d at 886 (internal citation
and quotations omitted).² “[C]omity is less 18 likely to be threatened in the context of a private
contractual dispute than in a dispute implicating 19 public international law or government
litigants” such that “where two parties have made a prior 20 contractual commitment to litigate
disputes in a particular forum, upholding that commitment by 21 enjoining litigation in some other
forum is unlikely to implicate comity concerns at all.” *Id.* at 22 887. These precise circumstances
are present here. See *E. & J. Gallo Winery*, 446 F.3d at 994 23 (“There is no indication that the
government of Ecuador is involved in the litigation. Andina is a 24 private party in a contractual
dispute with Gallo, another private party. The case before us deals 25 26 2 Comity is “the
recognition which one nation allows within its territory to the legislative, executive or judicial acts
of another nation, having due regard both to international duty and 27 convenience, and to the
rights of its own citizens, or of other persons who are under the protection 1 with enforcing a
contract and giving effect to substantive rights. This in no way breaches norms 2 || of comity.”).

And despite CSP's arguments that "the French court is in the superior position to 3 || make the necessary determinations" and that "this Court should not second guess the French 4 || court," CSP only filed suit in France after initiating this litigation in the United States. Opp. at 9. 5 || Where, as here, there is "no public international issue raised, a foreign government is not involved 6 || in the litigation, and the litigation involves private parties concerning disputes arising out of a 7 contract, not only would an anti-suit injunction not have an intolerable impact on comity, but 8 || allowing foreign suits to proceed in such circumstances would seriously harm international 9 comity." Applied Med. Distribution Corp, 587 F.3d at 921. Accordingly, CSP's assertion that the 10 || "impact of an anti-suit injunction on comity would be intolerable," is plainly irreconcilable with 11 Ninth Circuit precedent. Opp. at 9.

1/2 || Iv. CONCLUSION

5 13 For the reasons explained above, K18 has satisfied its burden as to the three-part test for an 14 || anti-suit injunction. The Court therefore GRANTS K18's motion. Dkt. No. 41. It is HEREBY 3 15 ORDERED that CSP is: 16 1. enjoined from continuing to prosecute or pursue the French litigation during the 3 17 pendency of the instant action; and 18 2. enjoined from prosecuting or pursuing any similar litigation in another forum that seeks 19 || relief against K18 based on the same allegations at issue in the present litigation. 20 21 IT IS SO ORDERED. 22 || Dated: 5/6/2025

23 Abpured 3 □□□

HAYWOOD S. GILLIAM, JR. United States District Judge 25 26 27 28