

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

**Wondershare Technology Group Co., Ltd., et al. v. Superace
Software Technology Co., Ltd., et al.**

Wondershare · No. 25-cv-07322-JSC · Decided January 14, 2026

OPINION

Wondershare Technology Group Co., Ltd., et al. v. Superace Software Technology Co., Ltd., et al.
PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 WONDERSHARE TECHNOLOGY Case No. 25-cv-07322-JSC GROUP CO., LTD., et al., 8
Plaintiffs, ORDER RE: MOTIONS TO DISMISS 9 v. Re: Dkt. Nos. 38, 39 10

SUPERACE SOFTWARE TECHNOLOGY

11 CO., LTD, et al., Defendants. 12 13 Before the Court are Defendants' motions to dismiss
Plaintiffs' complaint. (Dkt. Nos. 38, 14 39.)¹ Plaintiffs and Defendants are companies who offer
competing PDF software products. 15 Plaintiffs allege various federal and California state claims
for false advertising and unfair 16 competition. Defendants move to dismiss Plaintiffs' complaint
in its entirety on the grounds of 17 forum non conveniens, lack of personal and subject matter
jurisdiction, insufficient service of 18 process, and failure to state a claim. 19 After carefully
considering the arguments and briefing submitted, the Court concludes oral 20 argument is
unnecessary, see Civ. L.R. 7-1(b), and GRANTS Defendants' motion, and 21 DISMISSES
Plaintiffs' complaint in its entirety under the doctrine of forum non conveniens.² 22 Defendants
have met their burden of showing China is an adequate forum, and the public and 23 private
factors strongly counsel in favor of dismissal. Defendants' evidence shows China's false 24
advertising and unfair competition laws give Plaintiffs a potential avenue for redress. Defendants
25 are also amenable to suit and subject to jurisdiction in China. Additionally, there is little public
or 26 1 Record citations are to material in the Electronic Case File ("ECF"); pinpoint citations are
to the 27 ECF-generated page numbers at the top of the documents. 1 private interest in litigating
in Plaintiffs' chosen forum because none of the parties are United 2 States residents; Defendants'
software is used globally; Defendants have not purposely directed 3 activities towards the U.S.
market; and neither Defendant has employees, executives, offices, or 4 assets in the United States.

5 BACKGROUND

6 A. The Parties and the Complaint's Allegations 7 Plaintiffs Wondershare Technology Group Co.
and Wondershare Technology (Hunan) Co., 8 as well as Defendant Superace Technology Co.

(“Shanghai Suprace”), are companies “organized 9 under the laws of the People’s Republic of China,” each with a principal place of business in 10 China. (Dkt. No. 1 ¶¶ 6-8.) The other Defendant, Hongkong Suprace Software Technology Co. 11 (“Hong Kong Suprace”), “is a company organized under the laws of ... Hong Kong,” with a 12 principal place of business in Hong Kong. (Id. ¶ 9.) 13 Plaintiffs market and sell PDFelement, a software application used “to create, edit, convert, 14 and manage PDF files.” (Id. ¶ 20.) “The software has been adopted by millions of users in more 15 than 200 countries and regions[.]” (Id. ¶ 23.) Plaintiffs allege they have a pending trademark 16 application for PDFelement and have “engaged in continuous commercial use of the 17 PDFELEMENT designation in the United States, giving rise to common-law trademark rights and 18 significant goodwill[.]” (Id. ¶ 19.) 19 Defendants “develop[] and market[a] competing product known as ‘UPDF,’” which has 20 similar uses and functions to PDFelement. (Id. ¶¶ 25, 31-42.) Plaintiffs allege Defendants “have 21 engaged in an iterative and sustained campaign of false and misleading advertising designed to 22 promote their competing product, UPDF, at the expense of [Plaintiffs’] flagship product, 23 PDFelement.” (Id. ¶ 31.) Specifically, Plaintiffs claim Defendants “repeatedly edited and 24 republished over time” a page on Defendants’ website that compares the two products and 25 misrepresents PDFelement’s capabilities, features, and performance metrics. (Id. ¶ 31-42.) 26 Plaintiffs also allege Defendants have directed activities towards the United States and California; 27 for example: products nationwide through online platforms and app marketplaces, 1 including the Apple App Store and Google Play Store, which are readily accessible to consumers in this District. Their unlawful 2 conduct, including the dissemination of false and misleading comparative charts and accompanying FAQ-style statements, has 3 caused, and continues to cause, injury to Plaintiffs in California. 4 [...] 5 Defendants operate official accounts on Instagram, TikTok, and X (formerly Twitter), which they use to promote their products to U.S. 6 consumers, including those located in California. In addition, 7 Defendants published the challenged comparative materials and narrative claims on their website (<http://updf.com/>), which is hosted 8 and/or mirrored by CloudFlare Inc. in San Francisco, California, thereby tying the false advertising to infrastructure located in this 9 District. 10 (Id. ¶¶ 12-13.) 11 B. Defendants’ Evidence 12 Defendants’ evidence contextualizes and rebuts Plaintiffs’ allegations. Defendants do not 13 dispute the parties’ citizenship or Plaintiffs’ allegations the UPDF product, website, and 14 advertising are accessible in the United States through the internet. (See generally Dkt. Nos. 38, 15 39.) Defendants attest, though, they are “distinct entities” with “separate ownership” and do not 16 control each other’s employees. (Dkt. No. 38-1 ¶ 7; Dkt. No. 39-14 ¶ 6.) Additionally, 17 Defendants clarify UPDF is a product of Shanghai Suprace, not Hong Kong Suprace: the latter 18 “did not in any way develop, operate, control, manage, or direct” the updf.com website, the 19 website’s contents, or the UPDF application. (Dkt. No. 39-14 ¶¶ 6, 7.) Additionally, UPDF users 20 live and work across “236 countries and regions,” with “less than 6%” of users being in the United 21 States. (Dkt. No. 38-1 ¶ 11.) The updf.com website, too, “is available globally and in countless 22 languages.” (Id.

¶ 12.) Defendants also explain, with hyperlinks to CloudFlare’s website, the 23 technical process behind how CloudFlare’s servers host the updf.com website: 24 The website <https://updf.com> is not deployed in California. Shanghai Superace subscribes only to CloudFlare’s Business Plan, using only 25 its Content Delivery Network (“CDN”) service. Shanghai Superace did not purchase any server hosting or mirroring services from 26 CloudFlare. 27 When purchasing CDN services, no specific region was designated. through any specific California, U.S. or international server. 1 In the simplest terms, Cloudflare provides services (such as CDN) 2 that make websites respond more quickly to user requests by shuttling information through servers located closer to the user. This is true no 3 matter where in the world the user may be located. Cloudflare serves 330 cities in 125+ countries. 4 5 (Id. ¶¶ 8-10.) Finally, as for both Defendants, “nearly all” of their internal documents are in 6 Chinese language; “[v]ery few” employees speak English; and neither company has physical 7 locations, employees, executives, bank accounts, real property, or assets in the United States. (Id. 8 ¶ 4; Dkt. No. 39-14 ¶ 9.) Plaintiffs do not object to or otherwise contradict Defendants’ evidence. 9 (See generally Dkt. Nos. 41, 42.)

10 DISCUSSION

11 This Court has discretion to dismiss a lawsuit under the doctrine of forum non conveniens. 12 *Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 241, 257 (1981). “In dismissing an action on forum 13 non conveniens grounds the court must examine: (1) whether an adequate alternative forum exists, 14 and (2) whether the balance of private and public interest factors favors dismissal.” *Lueck v. 15 Sundstrand Corp.*, 236 F.3d 1137, 1142 (9th Cir. 2001). 16 A. China is An Adequate Alternative Forum 17 It is Defendants’ burden to show there is an adequate alternative forum for this dispute. 18 *Cheng v. Boeing Co.*, 708 F.2d 1406, 1411 (9th Cir. 1983). “Ordinarily, this requirement will be 19 satisfied when the defendant is amenable to process in the other jurisdiction.” *Piper Aircraft*, 454 20 U.S. at 255 n.22 (cleaned up). “A court may dismiss on forum non conveniens grounds even 21 though the foreign forum does not provide the same range of remedies as are available in the home 22 forum. However, the alternative forum must provide some potential avenue for redress.” *Ceramic 23 Corp. of Am. v. Inka Mar. Corp. Inc.*, 1 F.3d 947, 949 (9th Cir. 1993) (internal citation omitted). 24 Put another way, “a foreign forum will be deemed adequate unless it offers no practical remedy 25 for the plaintiff’s complained of wrong.” *Lueck*, 236 F.3d at 1144. 26 Defendants have met their burden here. Defendants assert they are amenable to process in 27 China. (Dkt. No. 38-14 ¶ 11; Dkt. No. 39 at 8; Dkt. No. 39-14 ¶ 11.) And Chinese laws impose 1 (Dkt. No. 38-9 ¶¶ 4-17; see Dkt. Nos. 38-10, 38-11, 38-12, 38-13.) So, China provides “some 2 potential avenue for redress.” *Ceramic Corp.*, 1 F.3d at 949. Plaintiffs have even sued Defendant 3 Shanghai Superace in Chinese courts at least three times. (Dkt. No. 38-1 ¶¶ 23-25; see generally 4 Dkt. Nos. 38-6 (translated civil judgment from Chinese court) 38-7 (same), 38-8 (same).) 5 Plaintiffs retort those lawsuits were contract disputes, not false advertising suits. (Dkt. No. 41 at 6 10.) But all three suits reached conclusions on the merits, which at a minimum shows the parties 7 are amenable to suit in China and “are subject to the jurisdiction of the courts in China.” (Dkt.

8 No. 38-1 ¶¶ 23-25; see generally Dkt. Nos. 38-6, 38-7, 38-8.) Ordinarily, amenability to suit in a
9 foreign forum is enough to satisfy forum non conveniens. See *Piper Aircraft*, 454 U.S. at 255 10
n.22; *Dole Food Co., Inc. v. Watts*, 303 F.3d 1104, 1118 (9th Cir. 2002). 11 Plaintiffs’ argument
Chinese courts do not provide an adequate remedy for disputes 12 regarding “U.S. commercial
activity and U.S. market effects” (Dkt. No. 41 at 11) is unavailing. 13 Plaintiffs offer no evidence
of China’s laws or courts, and do not explain why a Chinese court 14 would be unable to remedy
harms felt in the United States. (See *id.* at 10-11, Dkt. No. 42 at 6-7.) 15 There are no allegations
Defendants’ agents visited the United States to conduct commercial 16 activity; all of Defendants’
challenged conduct amounts to content on one website. (See Dkt. No. 17 1 ¶¶ 12, 31-42.) This
website “is available globally and in countless languages,” which suggests 18 Defendants did not
target a U.S. audience. (Dkt. No. 38-1 ¶ 11.) And whoever made the 19 challenged content did not
do so inside the United States because all of Defendants’ physical 20 locations, employees, and
executives are in China and Hong Kong. (*Id.* ¶ 4; Dkt. No. 39-14 ¶ 9.) 21 So, Plaintiffs have not
refuted Defendants’ showing that China is an adequate forum. 22 Additionally, Plaintiffs cite two
district court cases, characterizing them as skeptical that 23 China is an adequate forum, but
neither supports Plaintiffs’ position. One case held China was an 24 adequate alternative forum,
even when the moving defendant “cite[d] no Chinese law that would 25 govern” one of the
plaintiff’s causes of action. *CYBERSitter, LLC v. People’s Republic of China*, 26 2010 WL
4909958 *4-5 (C.D. Cal. 2011).³ The other case, *In re Montage Tech. Grp. Ltd. Sec. 27 1 Litig.*,
78 F. Supp. 3d 1215, 1226-27 (N.D. Cal. 2015), held China is not an adequate forum for a 2
particular kind of case—“a securities fraud case involving securities purchased on a United States 3
market”—relying on an expert who testified Chinese securities laws do not govern transactions 4
conducted on U.S. markets. *Id.* at 1222-23. Plaintiffs offer no evidence about China’s laws, let 5
alone comparably specific testimony tailored to Plaintiffs’ claims. (See Dkt. No. 41 at 10-11, Dkt.
6 No. 42 at 6-7.) To the extent Montage more broadly suggests Chinese courts cannot remedy
7 competitive harms felt in other markets, this does not change the analysis above that Plaintiffs 8
have at least “some potential avenue for redress” for harms felt in China. *Ceramic Corp.*, 1 F.3d 9
at 949. 10 So, Defendants have met their burden of showing China is an adequate forum. 11 B.
Private and Public Interests Strongly Weigh in Favor of Dismissal 12 There are seven private
interest factors in a forum non conveniens inquiry: 13 (1) the residence of the parties and the
witnesses;

(2) the forum’s convenience to the litigants;

14 (3) access to physical evidence and other sources of proof;

(4) whether unwilling witnesses can be compelled to testify;

15 (5) the cost of bringing witnesses to trial;

(6) the enforceability of the judgment; and

16 (7) all other practical problems that make trial of a case easy, expeditious, and inexpensive. 17
18 *Lueck*, 236 F.3d at 1145. Here, every private factor militates in favor of dismissal. The parties

are 19 residents of China or Hong Kong, not the United States, which makes Plaintiffs' chosen forum 20 inconvenient and increases the cost of bringing witnesses to trial. Defendants' bank accounts, 21 employees, executives, and assets are all in China and Hong Kong, which makes it difficult to 22 enforce a judgment, hinders access to evidence and proof, and prevents parties from compelling 23 witnesses to testify under Chinese laws. (Dkt. No. 38-1 ¶¶ 3-5, Dkt. No. 39-14 ¶¶ 3-4, 8-10.) 24 Plaintiffs' weighing of the private factors is unpersuasive. Plaintiffs assert "much of the 25 key proof is documentary and electronic in nature" (Dkt. No. 41 at 12-13), yet offer no solution for 26 compelling unwilling witnesses to produce or testify about that evidence, let alone pay the cost of 27 1 bringing those witnesses to trial. Plaintiffs then emphasize there will be "evidence regarding U.S. 2 commercial activity and U.S. market harm," (id. at 13), but that argument is neutral as to a 3 preferred forum because presumably both forums have roughly equal access to market evidence. 4 Additionally, Plaintiffs suggest the private interests do not warrant dismissal because 5 Defendants "purposefully target[ed] the U.S. market" through the updf.com website and 6 unspecified "commercial transactions." (Id.) The Court disagrees. Neither Defendant has 7 physical locations, employees, executives, bank accounts, or assets in the United States, which 8 suggests Defendants did not purposefully target the U.S. There is no indication Defendants sought 9 out a California audience, either; the only concrete example of either Defendant engaging a 10 California-based entity was to host its website on CloudFlare's servers. But, again, that website is 11 not specifically directed at American audiences; it is "available globally and in countless 12 languages." (Dkt. No. 38-1 ¶ 12.) The location of a server, which is used only by nearby 13 customers, does not outweigh every other private interest that favors dismissal. 14 Finally, the public factors are: 15 (1) the local interest in the lawsuit,

(2) the court's familiarity with the governing law,

16 (3) the burden on local courts and juries,

(4) congestion in the court, and

17 (5) the costs of resolving a dispute unrelated to a particular forum. 18 *Tuazon v. R.J. Reynolds Tobacco Co.*, 433 F.3d 1163, 1181 (9th Cir. 2006). These factors, too, 19 counsel in favor of dismissal. California has little interest in adjudicating a dispute between 20 foreign entities over globally used software. While the Court is familiar with false advertising and 21 unfair competition claims, the Court's already-high caseload would be further burdened by 22 litigating a dispute where a significant amount of evidence is located outside the United States 23 and/or in Chinese language. (Dkt. No. 38-1 ¶ 4; Dkt. No. 39-14 ¶ 9.)

24 CONCLUSION

25 For the reasons stated above, the Court GRANTS Defendants' motions and DISMISSES 26 Plaintiffs' suit, in its entirety, under the doctrine of forum non conveniens. Defendants have 27 shown China is an adequate forum because Plaintiffs at least have some remedy for their claims, 1 This Order disposes of Docket Nos. 38 and 39. A separate judgment will be entered. 2 IT IS SO ORDERED. 3 Dated: January 14, 2026 5 re

JACQUELINE SCOTT CORLE

6 United States District Judge 7 8 9 10 11 12 © 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28

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