

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
CIVIL MINUTES—  
GENERAL

Case No. 5:24-cv-01720-SSS-SHKx

Date December 18, 2024

Title *ChicV International Holding Limited v. N and J USA, Inc.*

Present: The Honorable

SUNSHINE S. SYKES, UNITED STATES DISTRICT JUDGE

Irene Vazquez

Not Reported

Deputy Clerk

Court Reporter

Attorney(s) Present for Plaintiff(s):

Attorney(s) Present for Defendant(s):

None Present

None Present

**Proceedings: (IN CHAMBERS) ORDER CONFIRMING ARBITRATION  
AWARD**

Before the Court is Petitioner ChicV International Holding Limited’s Petition to Confirm an Arbitration Award. [Dkt. 1, “Petition”; Dkt. 3-1, “Arb. Award”]. On October 25, 2024, Respondent objected to enforcement of the Arbitration Award. [Dkt. 11, “Response”]. On November 8, 2024, Petitioner replied. [Dkt. 14, “Reply”].

Petitioner, a Hong Kong company, and Respondent, an American marketing company, entered into an agreement for Respondent to advertise on Petitioner’s behalf in the United States. [Petition at 1]. The parties signed an arbitration agreement to arbitrate business disputes in the Shenzhen Court of Internal Arbitration (SCIA) on September 19, 2020. [Petition at 3]. After a business dispute, Petitioner requested arbitration on April 8, 2022. [*Id.*]. The SCIA served Respondent at its last known business address on May 10, 2022. [*Id.* at 3–4]. Respondent ultimately became aware of the arbitration at least as late as July 7, 2022 via email. [Response at 5]. The arbitration began on August 17, 2022, and both parties participated. [Petition at 4]. SCIA issued its award on July 31, 2023. [Arb. Award]. Respondent objected to the award in Chinese Court in August 2023, and the Court rejected Respondent’s challenges. [Petition at 10–11].

The United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (“Convention” or “New York Convention”) governs the “recognition and enforcement” of all foreign arbitral awards in United States courts. 9 U.S.C. § 201 (stating that the Convention “shall be enforced in United States courts”). Under the Convention, a district court “shall” confirm a foreign arbitration award unless the party opposing confirmation can establish one of the defenses enumerated in Article V of the Convention. 9 U.S.C. § 207 (“The court shall confirm the award unless it finds one of the grounds for refusal of recognition or enforcement of the award specified in the said Convention”); *see also Admart AG v. Stephen & Mary Birch Found., Inc.*, 457 F.3d 302, 307 (3d Cir. 2006) (stating that “[u]nder the Convention, a district court’s role is limited – it must confirm the award unless one of the grounds for refusal specified in the Convention applies to the underlying award”); *China Nat’l Metal Products Import/Export Co. v. Apex Digital, Inc.*, 379 F.3d 796, 799 (9th Cir. 2004) (explaining that Section 207 “incorporates by reference the Convention’s seven enumerated exceptions or defenses to the mandatory recognition or enforcement of a foreign arbitral award”). Specifically, a court may refuse to confirm an arbitration only if the party opposing confirmation can prove:

1. The parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or
2. The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
3. The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or
4. The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

5. The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made[;] [or] . . .
6. The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or
7. The recognition or enforcement of the award would be contrary to the public policy of that country.

*Admart AG*, 457 F.3d at 307-08 (quoting Convention art. V).

Public policy strongly favors confirmation of international arbitration awards. *Polimaster Ltd. v. RAE Sys., Inc.*, 623 F.3d 832, 836 (9th Cir. 2010). The party defending against enforcement of the award has the burden to prove one of the Convention’s enumerated defenses. The “burden is substantial because the public policy in favor of international arbitration is strong, and the New York Convention defenses are interpreted narrowly.” *Polimaster*, 623 F.3d at 836.

Respondent raises two such grounds to resist enforcement of the arbitration award here: lack of notice and that the composition of the arbitral panel was inconsistent with the arbitration agreement. Respondent does not dispute the parties had a valid arbitration agreement or its terms. Respondent has not met its burden on either ground.

First, Respondent argues that the notice of the arbitration proceeding was insufficient. Respondent was served at Rowland Heights and Irvine addresses on May 10, 2022. [Response at 4]. Respondent argues that it moved from the Irvine address to a Chino address in November 2021. [*Id.*]. Respondent also argues that its phone number was incorrect, and the email address the Notice was sent to was incorrect. [*Id.* at 4–5]. However, Respondent ultimately received the Notice via email when checked on July 7, 2022. [*Id.* at 5].

Proper notice “means notice that is reasonably calculated to apprise a litigant of arbitration proceedings.” *Linley Investments v. Jamgotchian*, 670 F. App’x 627 (9th Cir. 2016). Petitioner reached out via physical mail to Respondent’s Irvine address. As Petitioner points out, Respondent did not change its address with the

California Secretary of State until August 10, 2023.<sup>1</sup> [Ex. D]. *See also Ma v. Fang*, No. 21-441 2022 WL 1078867, at \*3–\*4 (C.D. Cal. Mar. 2, 2022) (attempts at service at “last known business address were reasonably certain to actually inform [Respondent] of the arbitration proceedings and thus comported with due process” (citation and internal quotation marks omitted)). In any event, Petitioner did actually receive the notice on July 7, 2022 via email. Ultimately, it is Respondent’s “substantial” burden to show it did not receive proper notice. The Court finds that Respondent received proper notice within the meaning of the New York Convention.

Second, Respondent argues that the “[t]he composition of the arbitral authority [and] the arbitral procedure was not in accordance with the agreement of the parties.” *Admart AG*, 457 F.3d at 307-08 (quoting Convention art. V). [Response at 6]. Respondent’s concerns appear to mostly be about notice, that is, Respondent never alleges that the selection of the arbitrator was inconsistent with the agreed rules of arbitration, merely that Respondent was not served in time to select an arbitrator in compliance with the rules. [Response at 6]. As discussed above, notice was proper. Additionally, during the arbitration, Respondent stated it had no objection to the composition of the arbitration panel before subsequently objecting to the composition of the arbitration panel. [Petition at 4; Reply at 4].

Respondent has not proffered evidence that its right to select an arbitrator was violated, and has not met its substantial burden to resist enforcement of the arbitration award.

As such, the Petition to Confirm the Arbitration Award is **GRANTED**. Judgment will issue separately.

**IT IS SO ORDERED.**

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<sup>1</sup> The Court takes judicial notice of Exhibits B, C, and D as official records from the California Secretary of State. [“Request for Judicial Notice,” Dkt. No. 14-2; “Ex. B,” Dkt. No. 14-1, at 4; “Ex. C,” Dkt. No. 14-1, at 6–7; “Ex. D,” Dkt. No. 14-1, at 9–10]. *Gay-Straight Alliance Network v. Visalia Unified Sch. Dist.*, 262 F.Supp.2d 1088, 1101 (E.D. Cal. 2001)

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8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

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11 CHICV INTERNATIONAL  
12 HOLDING LIMITED, a Hong Kong  
13 Corporation,

14 Petitioner,

15 v.

16 N&J USA INC., a California  
17 Corporation,

18 Respondent.  
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Case No. 5:24-cv-01720-SSS-SHKx

JUDGMENT

20 Pursuant to this Court's Order Confirming Arbitration Award, the Court  
21 enters Judgment as follows:

22 It is hereby **ADJUDGED, ORDERED**, and **DECREED THAT**:  
23

- 24 1. Pursuant to 9 U.S.C. § 201 et seq., the Arbitral Award, issued on July  
25 31, 2023, in the arbitration between ChicV International Holding  
26 Limited, Claimant and N&J USA Inc., Respondent, (2022) SGZSWC  
27 No. 2012, is hereby **CONFIRMED** in favor of Petitioner ChicV  
28 International Holding Limited.

