

Plaintiff, Fadi Elsalameen, has brought this lawsuit against Bank of Palestine, P.L.C. (“Bank of Palestine”) alleging that the bank defamed him, “conspired with Palestinian government officials to defame him, invaded his privacy, cast him in a false light, and interfered tortiously with contracts and business opportunities.” Compl. [Dkt. # 1] at 1; *see id.* ¶¶ 75–117. Plaintiff seeks a declaratory judgment and at least \$102,500,000.00 in damages. *Id.* “Prayer for Relief” at 29–30.

Plaintiff, a resident and citizen of the United States, filed this lawsuit on October 5, 2016, and since then, he has been trying to serve the Bank of Palestine, which is headquartered in the city of Ramallah under the jurisdiction of the Palestinian National Authority. Compl. ¶¶ 3, 6; Status Report & Renewed Motion to Deem Service Effected [Dkt. # 15] (“Pl.’s Mot”). Pending before the Court is plaintiff’s renewed motion to deem service to have been effected. For the reasons that follow, the Court will grant plaintiff’s motion. This opinion does not address, and is not meant to convey, the Court’s view about the merits of plaintiff’s claims or any defense that may be raised in the future.

## BACKGROUND

Plaintiff's motion documents his numerous attempts to serve defendant, which the Court will briefly summarize below:

- On October 10, 2016, plaintiff sent the complaint, civil cover sheet, summons, translated into Hebrew and Arabic, and a Hague Convention Service Request to Israel's Administration of Courts, requesting that it serve defendant Bank of Palestine. Pl.'s Mot. at 2; *see also* Ex. D and E to Status Report (Feb. 3, 2017), Hebrew and Arabic translations of Complaint, Civil Cover Sheet, and Summons [Dkt. # 6-4, 6-5].
- On October 13, 2016, Israel's Administration of Courts received the documents. Pl.'s Mot. at 2; *see also* Rory E. Adams Decl., Ex. 8 to Status Report (Feb. 3, 2017) [Dkt. # 6-8] ("Adams' Decl.") ¶ 7.
- On October 19, 2016, plaintiff's counsel provided a copy of the complaint to Bank of Palestine's District of Columbia counsel, DLA Piper LLP, and asked whether the bank would accept service of the complaint through its counsel. Ex. A to Status Report and Renewed Motion to Deem Service Effected, Email from Mary Gately, Partner, DLA Piper [Dkt. # 9-1]. Bank of Palestine's counsel responded that it had not been authorized to accept service of process and noted that "should [the lawsuit] be served properly, Bank of Palestine will mount a vigorous defense to it." *Id.* at 1.
- On February 3, 2017, plaintiff's counsel sent a letter to Israel's Administration of Courts requesting an update on the status of service. Ex. B to Status Report (Mar. 20, 2017) [Dkt. # 7-2].
- On April 20, 2017, the Administration of Courts responded that the "request [was] still under execution," but it provided no further details. Ex. D to Status Report and Renewed Motion to Deem Service Effected, Email from Mirit Sharabi, Administration of Courts, Jerusalem, Israel [Dkt. # 9-4].
- On August 1, 2017, plaintiff's counsel requested another update on the status of service, and received an email response on August 30, 2017, stating that "the documents were sent by registered mail to the recipient in the Palestinian Authority" but not specifying when they were sent. Ex. C to Status Report and Renewed Motion to Deem Service Effected (Aug. 31, 2017), Email from Hadas Hov, Administration of Courts, Jerusalem, Israel [Dkt. # 10-3].
- On February 22, 2018, plaintiff's counsel emailed Israel's Administration of Courts to ask for another status update and to ask whether it had taken or planned to take "further steps . . . in connection with service of process." Ex. D to Pl.'s Mot., Email from Hadas Hovav, Administration of Courts, Jerusalem, Israel [Dkt. # 15-4] ("Hovav Email"). The Administration of Courts responded that the documents were sent by registered mail to the Bank of Palestine on May 16, 2017 and again on August 24, 2017, but that no return receipt

had been received. *Id.* The response also attached an official notice in Hebrew regarding the service attempts from the office to the Palestinian Authority. Ex. E to Pl.’s Mot., Official Notice Re: Service Attempts in Hebrew [Dkt. # 15-5] (“Official Notice”).

Prior to the present motion, plaintiff moved to deem service effected on three occasions, May 2, 2017 [Dkt. # 8], June 30, 2017 [Dkt. # 9], August 31, 2017 [Dkt. # 10]. The Court denied these motions without prejudice, and in its September 6, 2017 denial it noted that “[w]hile it does appear that plaintiff has complied with the requirements of the Hague Convention, the Court believes that it is more fair to deem service to be effected either when the return receipt has been received, or six months after the date that Israel sent the papers to the defendant bank within the Palestinian Authority.” Min. Order (Sept. 6, 2017). So it ordered plaintiff to submit a status report on February 28, 2018. *Id.* On that date, plaintiff filed this motion. Pl.’s Mot.

### **ANALYSIS**

Plaintiff requests that the Court deem service on defendant effected in accordance with Federal Rules of Civil Procedure 4(f) and (h) and Article 15 of the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents . . . because: “(1) the Complaint was transmitted by a method provided for in the Convention, (2) a period of more than six months has elapsed since the transmission of the Hague Convention Service Request, and (3) no certificate of any kind has been received, even though Mr. Elsalameen has made every reasonable effort to obtain it through the Israeli Central Authority.” Pl.’s Mot. at 6.

Federal Rule of Civil Procedure 4(h) requires that service on a “corporation” not “within any judicial district in the United States” be executed “in any manner prescribed under Rule 4(f) for serving an individual, except personal delivery under (f)(2)(C)(i).” Fed. R. Civ. P. 4(h). Rule 4(f)(1) in turn allows for service “by any internationally agreed means of service that is reasonably

calculated to give notice, such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents.” Fed. R. Civ. P. 4(f)(1).

The Hague Convention is applicable here because both the United States and Israel are signatories.<sup>1</sup> The State of Israel asserts jurisdiction to execute service of process under the Hague convention in areas subject to the jurisdiction of the Palestinian National Authority, which includes the Bank of Palestine.<sup>2</sup> Pl.’s Mot. at 8. Accordingly, if the Court finds that service is proper under the Hague Convention, service is also proper under Rule 4 of the Federal Rules of Civil Procedure.

Article 15 of the Hague Convention provides that:

Where a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and the defendant has not appeared, judgment shall not be given until it is established that –

(a) the document was served by a method prescribed by the internal law of the State addressed for the service of documents in domestic actions upon persons who are within its territory, or

(b) the document was actually delivered to the defendant or to his residence by another method provided for by this Convention, and that in either of these cases the service or the delivery was effected in sufficient time to enable the defendant to defend.

Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Criminal Matters, art. 15, Nov. 15, 1956, 20 U.S.T. 361 (“Hague Convention”). Of particular relevance in this case, Article 15 also establishes that:

Each contracting State shall be free to declare that the judge, notwithstanding the provisions of the first paragraph of this article, may give judgment even if no certificate of service or delivery has been received, if all the following conditions are fulfilled -

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1 See Contracting Parties to Hague Convention, <https://www.hcch.net/en/instruments/conventions/status-table/?cid=17> (lasted visited May 7, 2018).

2 See Israel’s Central Authority to Hague Convention, <https://www.hcch.net/en/states/authorities/details3/?aid=260> (lasted visited May 7, 2018) (“Israel’s Central Authority”).

(a) the document was transmitted by one of the methods provided for in this Convention,

(b) a period of time of not less than six months, considered adequate by the judge in the particular case, has elapsed since the date of the transmission of the document,

(c) no certificate of any kind has been received, even though every reasonable effort has been made to obtain it through the competent authorities of the State addressed.

Notwithstanding the provisions of the preceding paragraphs the judge may order, in case of urgency, any provisional or protective measures.

*Id.*

The United States has declared that, “[i]n accordance with the second paragraph of Article 15, . . . the judge may . . . give judgment even if no certificate of service or delivery has been received, if all the conditions specified in subdivisions (a), (b) and (c) of the second paragraph of Article 15 are fulfilled.” *See* United States’ Decls. & Reservs. to the Hague Convention, <https://www.hcch.net/en/instruments/conventions/status-table%C2%ADtable/notifications/?csid=428&disp=resdn> (last visited May 7, 2018).

Because the Court finds that plaintiff has satisfied the requirements under subdivision a, b, and c, of Article 15 of the Hague Convention, it deems service effected under Rule 4 of the Federal Rules of Civil Procedure.

**I. The document was transmitted by one of the methods provided for in the Hague Convention.**

Each signatory of the Hague Convention has established a central authority “which receives the papers and then effects service on the named party unless such service would offend the nation’s sovereignty or security.” *Doe I v. State of Israel*, 400 F. Supp. 2d 86, 102 (D.D.C. 2005), citing Hague Convention, arts. 3, 5, 15. Israel’s designated central authority is the Director

of Courts located at the Administration of Courts, 22 Kanfei Nesharin Street, Jerusalem 95464, Israel. *See* Israel's Central Authority.

Under the Hague Convention, “[d]ocuments intended for residents of the Palestinian Authority should be forwarded through [Israel’s] Director of Courts” and should meet the following requirements:

- a. The documents are to be translated into Arabic and Hebrew.
- b. The request must include the full name (four names) of the recipient.
- c. The request must include the Identification Number of the recipient.
- d. The request must include the full address as far as possible.

*Id.*

Plaintiff avers that he submitted the required information, including the Arabic and Hebrew translations, to Israel’s Administration of Courts on October 10, 2016. *See* Adams’ Decl. ¶¶ 6–7; *see also* Ex. D and E to Status Report (Feb. 3, 2017), Hebrew and Arabic translations of Complaint, Civil Cover Sheet, and Summons [Dkt. # 6-4, 6-5].

On February 28, 2018, the Administration of Courts confirmed that it sent the documents to defendant via registered mail on May 16, 2017 and August 24, 2017, but that “a delivery certificate signed by the Bank has not yet been received.” Hovav Email; Official Notice.

Under Article 4 of the Hague Convention, “[i]f the Central Authority considers that the request does not comply with the provisions of the present Convention it shall promptly inform the applicant and specify its objections to the request.” Hague Convention, art. 4. Plaintiff avers that he has not received any such notification from Israel. Pl.’s Mot. at 9.

Accordingly, based on its review of the record, the Court finds that plaintiff properly transmitted his service request by one of the methods provided for in the Hague Convention.

**II. Adequate time has elapsed since the date of transmission of the documents.**

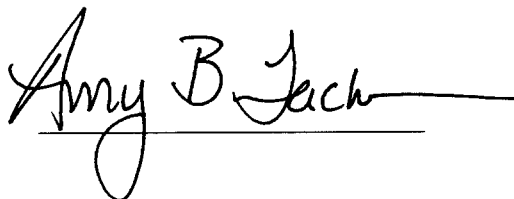
In a Minute Order dated September 6, 2017, the Court denied without prejudice plaintiff's motion to deem service effected and held that more time was necessary to await a return receipt, "or six months after the date that Israel sent the papers to the defendant bank within the Palestinian Authority." Min. Order (Sept. 6, 2017). Recently, Israel's Administration of Courts confirmed that the documents were sent to defendant on two occasions, May 16, 2017 and August 24, 2017. Hovav Email. Thus, a year has lapsed since the first mailing and approximately nine months since the second mailing. So the Court finds that an "adequate" amount of time has elapsed "since the transmission of the documents." Hague Convention, art. 15(b)

**III. Every reasonable effort has been made to obtain a certificate of service or delivery from the competent authority.**

Although no certificate of service has been received, the Court finds that plaintiff has made "every reasonable effort" to obtain it. *See* Hague Convention, art. 15(c). As noted in the "Background" section, plaintiff has made numerous attempts to effect service through Israel's Administration of Courts since it transmitted the request on October 10, 2016. Pl.'s Mot. at 2.

**CONCLUSION**

For the stated reasons, the Court deems service effected in accordance with Article 15 of the Hague Convention and Federal Rules of Civil Procedure 4(f) and (h). Accordingly, plaintiff's motion, Dkt. # 15, is GRANTED.

A handwritten signature in black ink, reading "Amy B. Jackson", with a horizontal line underneath the signature.

AMY BERMAN JACKSON  
United States District Judge

DATE: May 25, 2018