

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

FADI ELSALAMEEN

Plaintiff,

v.

Case No. 16-cv-1976 (ABJ)

BANK OF PALESTINE, P.L.C.

Defendant.

STATUS REPORT

Plaintiff Fadi Elsalameen, by and through his undersigned counsel, in accordance with the Court's Minute Order of February 3, 2017, respectfully submits the following status report regarding service of the Complaint and Summons upon Defendant Bank of Palestine, P.L.C.

As Mr. Elsalameen previously reported in his February 3, 2017 Status Report (Dkt. No. 6) (the "First Status Report"), he is in the process of effecting service on the Bank of Palestine in accordance with the Convention of 15 November 1956 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, 658 U.N.T.S. 163 (the "Hague Convention"). 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." If the request complies with the Hague Convention, "[t]he Central Authority of the State addressed shall itself serve the document or shall arrange to have it served by an appropriate agency[.]" Hague Convention Art. 5. Article 15 of the Hague Convention provides that

Each Contracting State shall be free to declare that the judge . . .
may give judgment even if no certificate of service or delivery has
been received, if all of the following conditions are fulfilled –

- 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.

The United States has declared that, “[i]n accordance with the second paragraph of Article 15, it is declared that the judge may, notwithstanding the provisions of the first paragraph of Article 15, 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 Exhibit A* (United States Declarations Regarding Hague Convention).

On October 10, 2016, Mr. Elsalameen’s undersigned counsel sent, by Federal Express, the Complaint, Civil Cover Sheet, Summons, translations, and a Request for Service Abroad of Judicial or Extrajudicial Documents, *see* Exhibits F and G to the First Status Report, to the Israeli Central Authority requesting that it serve Defendant Bank of Palestine. Federal Express delivered the foregoing documents to the Israeli Central Authority on October 13, 2016. *See Exhibit B* (Declaration of Rory E. Adams) (“Adams Decl.”) ¶ 7.

The Israeli Central Authority has not informed undersigned counsel that it considers that the request does not comply with the provisions of the Hague Convention or specified any objection to the request. *See* Adams Decl. ¶ 8. Accordingly, Mr. Elsalameen understands that the Israeli Central Authority is processing his request and will effect service in accordance with applicable local law.

On February 3, 2017, after submitting the First Status Report to the Court, Mr. Elsalameen’s counsel sent a letter to the Israeli Central Authority in order to inform the Central Authority that the Court had requested a status report not later than March 20, 2017 and to

request that the Central Authority provide undersigned counsel an update regarding the status of service. Adams Decl. ¶ 9 & Ex. 1. Mr. Elsalameen's counsel included a self-addressed, prepaid FedEx envelope for the Israeli Central Authority to use in sending return correspondence. Adams Decl. ¶ 10. The Israeli Central Authority has not responded to the letter of February 3, 2017, although Mr. Elsalameen's counsel has no reason to believe that the Israeli Central Authority is not continuing to process the request for service under the Hague Contention. *See* Adams Decl. ¶¶ 11-12.

Federal Rule of Civil Procedure 4(m) provides, “[i]f a defendant is not served within 90 days after the complaint is filed, the court – on motion or on its own after notice to the plaintiff – must dismiss the action without prejudice[.]” Rule 4(m) further provides that “[t]his subdivision (m) *does not apply* to service in a foreign country under Rule 4(f) [or] 4(h)(2).” Fed. R. Civ. P. 4(m) (emphasis added). Rule 4(h)(2) provides that service upon a corporation, partnership, or other association outside the United States must be effected in the same manner as prescribed in Rule 4(f). Rule 4(f)(1), in turn, requires service on individuals in a foreign country to be effected “by any internationally agreed means of service . . . such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents[.]” Fed. R. Civ. P. 4(f)(1).

Mr. Elsalameen respectfully submits that the time limitation in Fed. R. Civ. P. 4(m) is inapplicable here. Promptly upon filing the Complaint and receiving the Summons, Mr. Elsalameen initiated the process to serve Defendant Bank of Palestine in accordance with the Hague Convention through the Israeli Central Authority.

Accordingly, Mr. Elsalameen respectfully requests that the Court extend the period of time for service until such time as the Israeli Central Authority confirms that it has effected

service or indicates that it is unable to effect service but, at a minimum, through the end of April 2017 in order to allow at least six months to have elapsed since Mr. Elsalameen submitted his request for service to the Israeli Central Authority.

Dated: March 20, 2017

Respectfully submitted,

FADI ELSALAMEEN

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