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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GOPRO HONG KONG LTD.,
Petitioner,
v.
UNITED WORLD BRANDS,
Respondent.

Case No. [16-cv-05113-JD](#)

**ORDER RE MOTION TO CONFIRM
ARBITRATION AWARD AGAINST
UNITED WORLD BRANDS**

United States District Court
Northern District of California

On September 6, 2016, GoPro Hong Kong Ltd. filed a petition seeking enforcement of a May 2016 foreign arbitration award against respondents 2B Trading, Inc. and United World Brands. Dkt. No. 1. GoPro filed a motion to confirm the award on October 20, 2016 against 2B Trading, which the Court granted. Dkt. Nos. 20, 42. On December 22, 2016, GoPro filed a motion to confirm the award against United World Brands. Dkt. No. 49. United World Brands failed to respond to the motion in a timely fashion. The Court finds the motion suitable for decision without oral argument, and grants it.

FACTUAL BACKGROUND

In 2012, the parties entered into an International Distribution Agreement and subsequent amendment (together the “Agreement”) which gave respondents the right to distribute GoPro products in Colombia. Dkt. No. 1 ¶¶ 8-9. A dispute arose in October 2013, when GoPro terminated the Agreement after discovering respondents had facilitated “gray market” sales by selling GoPro cameras outside of Columbia. See Dkt. No. 49 at 1-2. In 2014, 2B Trading brought an action against GoPro in Florida state court for the termination, which was dismissed under the Agreement’s arbitration clause. See Dkt. No. 20-3, Exh. B (Final Award) ¶ 82. 2B Trading then initiated arbitration with the International Court of Arbitration. *Id.* ¶ 14. GoPro answered,

1 requested joinder of United World Brands, and asserted its own claims against both respondents.
2 *Id.* ¶¶ 30, 84. United World Brands did not oppose joinder, and on May 3, 2015, both parties
3 responded to GoPro’s claims. *Id.* ¶ 34. The arbitration process culminated with a four-day
4 hearing in San Francisco in March 2016. *Id.* ¶¶ 42-55. After confirming that no party objected to
5 the proceedings, the arbitrator found for GoPro. *Id.* ¶¶ 59, 61, 63, 65. The Final Award was
6 signed on May 27, 2016 and awarded \$1,310,843.58 plus post-judgment interest to GoPro,
7 holding 2B Trading and United World Brands jointly and severally liable. Dkt. No. 49 at 4 (citing
8 Exh. B ¶¶ 207-214).

9 DISCUSSION

10 GoPro asks the Court to confirm the Final Award under the Convention on the Recognition
11 and Enforcement of Foreign Arbitral Awards (the “New York Convention”) and federal law
12 implementing that Convention at 9 U.S.C §§ 201-208. There is no dispute the Final Award falls
13 under the Convention because it involves commercial activity and is not entirely between citizens
14 of the United States. *Id.* § 202; Dkt. No. 1 ¶¶ 1-3 (GoPro Hong Kong Ltd. is organized under the
15 laws of Hong Kong; 2B Trading Inc. is a Florida corporation, and United Word Brands is a
16 Colombian corporation). The Court will confirm the award “unless it finds one of the grounds for
17 refusal or deferral of recognition or enforcement of the award specified in the said Convention.”
18 9 U.S.C § 207. These grounds are narrowly construed and the party opposing enforcement bears
19 the burden of establishing that a defense applies. *Ministry of Defense v. Cubic Defense Sys., Inc.*,
20 665 F.3d 1091, 1096 (9th Cir. 2011).

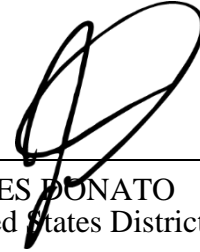
21 None of the seven grounds for refusal are present and United World Brands has not even
22 attempted to meet its burden. *Id.* at 1096 n.2 (listing the seven grounds for refusing to confirm or
23 vacating an award under Article V of the Convention.) The parties clearly agreed to arbitrate the
24 breach of contract dispute. Dkt. No. 20-2, Exh. A (redacted Agreement) ¶ 18 (any dispute “arising
25 out of or in connection with” the Agreement shall be settled by binding arbitration). United World
26 Brands submitted to the arbitration, fully litigated the dispute, and did not object to the
27 proceedings. *See* Dkt. No. 20-3, Exh. B. The Final Award was binding, is of the nature of
28 disputes routinely arbitrated, and the Court finds no United States policy counter to the judgment.

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GoPro's motion to confirm the May 27, 2016 final arbitration award against United World Brands is granted and judgment will be entered accordingly.

IT IS SO ORDERED.

Dated: January 30, 2017



JAMES DONATO
United States District Judge

United States District Court
Northern District of California