

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANGLE WORLD LLC,	:	
Plaintiffs,	:	CIVIL ACTION
	:	No. 20-5939
v.	:	
	:	
JIANGSU BEIER DECORATION	:	
MATERIALS CO., LTD.	:	
Defendants.	:	

**July 15, 2021**

**Anita B. Brody, J.**

**EXPLANATION AND ORDER**

Plaintiff Angle World LLC brings this suit against Defendant Jiangsu Beier Decoration Materials Co., Ltd. (“JBDM”) for breach of contract. JBDM moves to dismiss the case or in the alternative, compel arbitration. Because both parties agree that arbitration is appropriate, I will order Angle World to identify an arbitrator in accordance with the parties’ arbitration agreement.

Defendant JBDM is a Chinese company with its principal place of business in Changzhou City, Jiangsu Province, China. Am. Compl. ¶ 2, ECF No. 1-2, Ex. A. Plaintiff Angle World is a Pennsylvania distributor with its principal place of business in Langhorne, Pennsylvania. *Id.* at ¶ 1. On or around May 20, 2016, JBDM and Angle World entered into an agreement (“Exclusivity Agreement”) where Angle World would be the exclusive distributor of JBDM products in New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, Washington DC, Ohio, Connecticut, Rhode Island, Massachusetts, and New Hampshire. *Id.* ¶¶ 5, 7. Under the terms of the agreement, JBDM is limited to selling products in the designated states only through Angle World. *Id.* at ¶ 8.

The Exclusivity Agreement contains an arbitration clause that provides:

All disputes arising out of this Agreement shall be settled through friendly

negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission [“CIETAC”] (Beijing[]), or any other court in US that able [sic] to resolve international arbitration, and the rules of this Commission shall be applied. The award of the arbitration is binding upon both parties.

*Id.* at ¶ 7. Angle World contends that on or about September 2016, JBDM began selling products in the areas subject to the Exclusivity Agreement to other distributors than Angle World. Am. Compl. at ¶ 8. Angle World and JBDM attempted to negotiate their disputes but were unable to reach an agreement. *Id.* at ¶¶ 15-17.

On March 19, 2019, Angle World filed a Notice of Arbitration with the American Arbitration Association (“AAA”). *See* Def. Mot., Ex. E, ECF No. 2.<sup>1</sup> In response, JBDM argued that the AAA lacked jurisdiction to hear the claim because it would not apply the rules of CIETAC, as required by the Exclusivity Agreement. *See id.*, Ex. G at 1. On May 23, 2019, the AAA agreed with JBDM and dismissed the claim on the grounds that Angle World filed a notice of arbitration that does not allow the AAA to apply its own rules and procedures. *See id.*, Ex. H. Angle World then brought the present action.

Angle World and JBDM both agree that arbitration is appropriate. *See* Pl.’s Resp. to Def. Mot. at 13, ECF No. 4. Angle World argues that the Exclusivity Agreement permits arbitration to take place with the AAA. *See id.* at 17. JBDM argues that the AAA already determined it cannot hear this dispute and that arbitration must take place in CIETAC or a forum that will apply CIETAC rules. *See* Def. Reply at 14-17, ECF No. 11.

Therefore, I will order Angle World to identify an arbitration forum other than the AAA that will apply CIETAC rules.

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<sup>1</sup> Courts can consider “an undisputedly authentic document that a defendant attaches as an exhibit to a motion to dismiss if the plaintiff’s claims are based on the document.” *Pension Benefit Guar. Corp. v. White Consol. Indus., Inc.*, 998 F.2d 1192, 1196 (3d Cir. 1993).

**ORDER**

**AND NOW**, this 15th day of July, 2021, it is **ORDERED** that:

1. **On or before September 15, 2021**, Plaintiff must submit this matter for arbitration to an arbitrator willing and able to preside over this matter using CIETAC rules. If **on or before September 15**, Plaintiff fails to make such a submission, then Plaintiff must submit the matter for arbitration to CIETAC itself within 30 days thereafter.
2. If Defendant objects to the arbitrator, Defendant must state its objections to the Court, 30 days after Plaintiff's submission. The Court will rule on the appropriateness of the arbitrator.
3. If Plaintiff fails to comply with this procedure, Defendant may move this Court for a dismissal of the action.
4. Defendant's Motion to Dismiss or, In the Alternative, Compel Arbitration (ECF No. 2) and Defendant's Motion to Strike Amended Complaint, or in the Alternative, Motion to Dismiss Second Amended Complaint or Compel Arbitration (ECF No. 14) are **DENIED without prejudice**.

s/ANITA B. BRODY, J.  
ANITA B. BRODY, J.

Copies **VIA ECF**