UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 26-21507-CIV-ALTONAGA/Reid

ADIDAS AG, *et al.*,

Plaintiffs,

v.

CLUBJERSEYWIN.COM,

Defendant.
_____/

ORDER

THIS CAUSE came before the Court on Plaintiffs, adidas AG, adidas AG International Marketing B.V., and adidas America, Inc.'s Motion for Authorization of Alternate Service of Process . . . [ECF No. 7], filed on March 11, 2026. Plaintiffs seek authorization to serve Defendant, clubjerseywin.com via electronic communications and website posting. (*See generally id.*).

On March 6, 2026, Plaintiffs filed a Complaint [ECF No. 1], alleging Defendant is infringing Plaintiffs' intellectual property and engaged in unfair competition. (*See generally id.*). Plaintiffs are entities organized under the laws of Germany, the Netherlands, and Oregon that together manufacture and sell athletic apparel, including under their trademarks. (*See id.* ¶¶ 4–6). According to Plaintiffs, "Defendant is an individual, businesses entity of unknown makeup, or an unincorporated association[,]" most likely based in the Special Administrative Region of Hong Kong ("Hong Kong"), that distributes products into the United States through the operation of online stores. (*Id.* ¶ 10 (alteration added); *see also* Mot. 13; *id.*, Ex. 1, Decl. of Virgilio Gigante . . . "Gigante Decl." [ECF No. 7-1] ¶ 8).[1] Defendant relies on its website, electronic messaging,

[1] The Court uses the pagination generated by the electronic CM/ECF database, which appears in the headers of all court filings.

and email to process orders and facilitate customer inquiries, and for administrative matters. (*See* Mot. 3–4; *id.* Gigante Decl. ¶¶ 2–3). Despite their investigation, Plaintiffs have been unable to locate a legitimate physical address corresponding to Defendant and have not attempted service to date. (*See* Mot. 13–14; Gigante Decl. ¶¶ 7–8).

Plaintiffs state that alternate service on Defendant is appropriate because Defendant operates anonymously online and relies on electronic communication to conduct business. (*See* Mot. 3). Plaintiffs intend to serve Defendant via several email addresses and phone numbers reachable through the private messaging application, WhatsApp. (*See id.* 4–5; Gigante Decl. ¶¶ 3–4). Plaintiffs have also created a website, available at https://servingnotice.com/Da5s3t/index.html, where copies of all documents filed in this action will be available. (*See* Mot. 5, 12; *see also* Gigante Decl. ¶ 4). Plaintiffs intend to provide a link to the website upon electronically serving Defendant. (*See* Mot. 5).

Federal Rule of Civil Procedure 4(f)(3) allows a district court to order an alternate method for service to be executed on foreign defendants, provided it is not prohibited by international agreement and is reasonably calculated to give notice to the defendants. *See id.*; *see also Brookshire Bros., Ltd. v. Chiquita Brands Int'l, Inc.*, No. 05-Civ-21962, 2007 WL 1577771, at *2 (S.D. Fla. May 31, 2007) ("[D]istrict courts have broad discretion under Rule 4(f)(3) to authorize other methods of service that are consistent with due process and are not prohibited by international agreements." (alteration added; citing *Prewitt Enters., Inc. v. Org. of Petroleum Exporting Countries*, 353 F.3d 916, 921, 927 (11th Cir. 2003))).

Here, service by email and web publication is not prohibited by any binding international agreement. The United States and Hong Kong are parties to the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters,

which does not specifically preclude service by email and internet publication. (*See* Gigante Decl. ¶ 9; *see also generally* Mot., Ex. 4, Hague Convention [ECF No. 7-4]). Plaintiffs note that Hong Kong has not objected to the alternative means of service for which Article 10 of the Convention provides. (*See* Gigante Decl. ¶ 9; *see also* Mot. 14).[2] A court acting under Rule 4(f)(3) remains free to order alternative means of service where a signatory nation has not expressly objected to those means. *See Gurung v. Malhotra*, 279 F.R.D. 215, 219–20 (S.D.N.Y. 2011) (citations omitted). Thus, service by email or internet communication would not violate an international agreement and is appropriate under the Federal Rules.

Additionally, alternative service comports with due process in this case. Email and posting on a designated website are reasonably calculated to give notice to Defendant. Plaintiffs cite cases in which courts have granted leave for a plaintiff to serve by email or other alternative means not prohibited by international agreement. (*See* Mot. 8–10 (citations omitted)); *see, e.g.*, *Rio Props., Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1017−18 (9th Cir. 2002) (authorizing alternative service where: (1) the defendants conducted their businesses over the internet; (2) the defendants used email regularly in their businesses; and (3) the Plaintiffs showed that email is likely to reach defendants).

Plaintiffs have shown good cause for leave to allow service of the summons, Complaint, and all filings in this action on Defendant via email or posting on Plaintiffs' designated website.

Accordingly, it is

ORDERED AND ADJUDGED that Plaintiffs, adidas AG, adidas AG International Marketing B.V., and adidas America, Inc.'s Motion for Authorization of Alternate Service of Process **[ECF No. 7]** is **GRANTED** as follows:

[2] (*See also* Mot. 13–14 (asserting the Hague Convention does not apply to Defendant, as it has no physical address)).

1. Plaintiffs may serve the summons, Complaint [ECF No. 1], and all other future filings in this case on Defendant by providing the address to Plaintiffs' designated serving notice website to the email addresses and phone numbers set forth in Plaintiffs' Motion; and

2. Plaintiffs may serve the summons, Complaint, and all other future filings in this case on Defendant by posting copies of the same on Plaintiffs' designated serving notice website available at: https://servingnotice.com/Da5s3t/index.html.

DONE AND ORDERED in Miami, Florida, this 12th day of March, 2026.

CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE

cc: counsel of record