

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 24-62287-CIV-DIMITROULEAS

ADIDAS AG, *et al.*,

Plaintiffs,

vs.

THE INDIVIDUALS, BUSINESS ENTITIES,
AND UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

**PLAINTIFFS’ *EX PARTE* MOTION FOR ORDER AUTHORIZING ALTERNATE
SERVICE OF PROCESS ON DEFENDANTS PURSUANT TO FEDERAL RULE OF
CIVIL PROCEDURE 4(f)(3) AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc., (“Plaintiffs”) hereby move this Honorable Court, on an *ex parte* basis,¹ for an order authorizing alternate service of process on Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” hereto (“Defendants”), pursuant to Federal Rule of Civil Procedure 4(f)(3). In support thereof, Plaintiffs submit the following Memorandum of Law.

¹ Plaintiffs are moving for alternate service *ex parte* as Plaintiffs have yet to provide Defendants with notice of this action. Plaintiffs filed their Ex Parte Application for Temporary Restraining Order and Preliminary Injunction (the “*Ex Parte* Application for Temporary Restraining Order”), which is currently pending before the Court. (See Declaration of Virgilio Gigante in Support of Plaintiffs’ Ex Parte Motion for Order Authorizing Alternate Service of Process on Defendants (“Gigante Decl.”) ¶ 2, n.1, filed herewith.) This instant Motion makes reference to Plaintiffs’ Ex Parte Application for Temporary Restraining Order, and as such, Plaintiffs seek to prevent premature disclosure of that filing. (*Id.*) Further, Plaintiffs are not requesting the Court seal its Order on this Motion. Rather, Plaintiffs are filing this Motion so that, in the event that Plaintiffs’ Ex Parte Application for Temporary Restraining Order and this Motion are granted, Plaintiffs can effectuate service of process pursuant to Rule 4 of the Federal Rules of Civil Procedure simultaneously with providing notice of the Court’s Order on the Ex Parte Application for Temporary Restraining Order. (*Id.*)

I. INTRODUCTION

Plaintiffs are suing Defendants for trademark counterfeiting and infringement, false designation of origin, cybersquatting, common law unfair competition, and common law trademark infringement. Defendants are knowingly and intentionally promoting, advertising, distributing, offering for sale, and selling goods using counterfeits and infringements of Plaintiffs' registered trademarks within this district and throughout the United States through the fully-interactive, commercial Internet websites operating under the domain names identified on Schedule "A" hereto (the "Subject Domain Names").

Pursuant to Federal Rule of Civil Procedure 4(f)(3), Plaintiffs request an order authorizing service of process on Defendants via electronic mail ("e-mail") and via website posting. Service by e-mail and by posting on a designated website are appropriate and necessary in this case, because Defendants (1) operate via the Internet; and (2) rely on electronic communications to operate their businesses. As such, Plaintiffs have the ability to contact Defendants directly and provide notice of Plaintiffs' claims against them electronically via e-mail to Defendants' known e-mail addresses, including onsite contact forms embedded directly in Defendants' respective websites. Additionally, Plaintiffs have created a website and will be posting copies of the Complaint, this Motion, and all other documents filed in this action. Plaintiffs respectfully submit that an order allowing service of process and service of all filings and discovery via e-mail and by posting on a designated website in this case will benefit all parties and the Court by ensuring Defendants receive immediate notice of the pendency of this action and allowing this action to move forward expeditiously. Absent the ability to serve Defendants by e-mail and/or by website posting, Plaintiffs will almost certainly be left without the ability to pursue a remedy.

II. STATEMENT OF FACTS

A. Defendants Identify Electronic Means of Contact.

Defendants operate Internet-based businesses and identify e-mail, including onsite contact forms and private messaging accounts and/or services, as a means of communication such that Plaintiffs will be able to provide Defendants with notice of this action via e-mail, messaging application, and website posting. (See Gigante Decl. ¶¶ 3–4.) As a practical matter, it is necessary for merchants who operate entirely online, such as Defendants, to provide customers with a valid electronic means by which customers may contact the merchants to ask questions about the merchants’ products, place orders from the merchants, and receive information from the merchants regarding the shipments of orders. Moreover, e-commerce defendants generally must maintain accurate e-mail addresses or other electronic contact where their registrar administrator may communicate with them regarding issues related to the purchase, transfer, and maintenance of their domain name accounts. Further, Plaintiffs have created a designated serving notice website that will be appearing at the URL, <http://servingnotice.com/Ds40d5c/index.html> (“Plaintiffs’ Serving Notice Website”) such that anyone accessing Plaintiffs’ Serving Notice Website will find copies of all documents filed in this action. (See Gigante Decl. ¶ 5.)

Specifically, Defendants can receive notice of this action by e-mail via the publicly available registration records for the Subject Domain Names which identify the contact data Defendants provided their domain name registrars. (See Gigante Decl. ¶ 4.) Defendants can also be contacted via the available e-mail addresses and onsite contact forms identified in connection with Defendants’ respective Internet websites, including customer service e-mail addresses and private messaging applications and/or services Defendants use in connection with their Subject

Domain Names. (See id.) Moreover, Defendants can further receive notice of this action by e-mail via the designated domain name registrar's e-mail address or domain contact form.² (See id.)

Furthermore, Plaintiffs will be able to provide each Defendant notice of this action via public announcement on Plaintiffs' Serving Notice Website. (See Gigante Decl. ¶ 5.) Plaintiffs have created their publication website that will be appearing at the URL <http://servingnotice.com/Ds40d5c/index.html>, whereon copies of the Complaint, and all other pleadings, documents and orders issued in this action will be posted such that anyone accessing Plaintiffs' Serving Notice Website will find copies of all documents filed in this action. (Id.) The address to Plaintiffs' Serving Notice Website will be provided to Defendants via e-mail to Defendants' known e-mail accounts and will be included as part of service of process in this matter. (Id.)

Accordingly, each Defendant will be provided with notice of this action electronically by providing the address to Plaintiffs' Serving Notice Website to their corresponding e-mail addresses, customer service e-mail addresses, onsite contact forms, corresponding private messaging applications and/or services, or via their designated domain name registrar that Defendants use in connection with their commercial transactions via the Subject Domain Names. (Id. at ¶ 6.) In this manner, Defendants will receive a web address at which they can access all electronic filings to view, print, or download any document filed in the case similar to the court's CM/ECF procedures. (Id.)

B. Defendants Rely on Electronic Communications.

Defendants have structured their website businesses so that the means for customers to purchase Defendants' counterfeit and infringing goods at issue is by placing an order

² The e-mail addresses and other means of electronic contact for all Defendants are provided on Schedule "A" hereto. (Gigante Decl. ¶ 4)

electronically. (See Gigante Decl. ¶ 3.) Defendants purport to take and confirm orders online as well as via e-mail and/or private messaging services such as WhatsApp, and communicate with customers via electronic means, including e-mail and onsite contact forms. (See id.; see also relevant web captures from Defendants' Internet websites operating under the Subject Domain Names attached as Composite Exhibit "1" to the Declaration Virgilio Gigante in of Support of Plaintiffs' Application for Temporary Restraining Order [DE 6-3 to 6-4], incorporated herein by reference.) Clearly, Defendants rely on electronic means as a reliable form of contact.

III. ARGUMENT

Pursuant to Federal Rule of Civil Procedure 4(h)(2), a foreign partnership or other unincorporated association may be served with process in any manner prescribed by Rule 4(f) for serving foreign individuals. Federal Rule of Civil Procedure 4(f)(3), allows a district court to authorize an alternate method for service to be effected upon a foreign defendant, provided that it is not prohibited by international agreement and is reasonably calculated to give notice to the defendant. In the present matter, alternate service of process via e-mail and by posting on Plaintiffs' Serving Notice Website are appropriate given that Defendants have established Internet-based businesses by which they rely on electronic communications for their operation. Accordingly, this Court should permit service on Defendants by e-mail and website posting.

A. The Court May Authorize Service via E-mail and Website Posting Pursuant to Federal Rule of Civil Procedure 4(f)(3).

Federal Rule of Civil Procedure 4(h)(2) allows a foreign business entity to be served with process "in any manner prescribed by Rule 4(f)," including any manner ordered under Rule 4(f)(3). U.S. Commodity Futures Trading Comm'n v. Aliaga, 272 F.R.D. 617, 619 (S.D. Fla. 2011). A foreign partnership or other unincorporated association can therefore be served in the same manner as serving a foreign individual pursuant to Rule 4(f)(3). Id. Federal Rule of Civil Procedure 4(f)(3)

allows alternative methods for service of process, so long as those methods are not prohibited by international agreement and are directed by the Court. See Prewitt Enters., Inc. v. The Org. of Petrol. Exporting Countries, 353 F.3d 916, 923 (11th Cir. 2003). See also Brookshire Bros., Ltd. v. Chiquita Brands Int’l, No. 05-CIV-21962, 2007 WL 1577771, at *2 (S.D. Fla. May 31, 2007); Rio Props. Inc., v. Rio Int’l Interlink, 284 F.3d 1007, 1014 (9th Cir. 2002). In fact, “as long as court-directed and not prohibited by an international agreement, service of process ordered under Rule 4(f)(3) may be accomplished in contravention of the laws of the foreign country.” Chanel, Inc. v. Zhixian, No. 10-cv-60585-JIC, 2010 WL 1740695, at *2 (S.D. Fla. April 29, 2010) (quoting Rio Props., 284 F.3d at 1014 and citing Mayoral–Amy v. BHI Corp., 180 F.R.D. 456, 459 n. 4 (S.D. Fla. 1998)).

The plain language of Rule 4(f)(3) reflects that the decision to issue an order allowing an alternate means of service lies within the sole discretion of the District Court. Prewitt Enters., Inc., 353 F.3d at 921; Rio Props., 284 F.3d at 1116. See, e.g., Brookshire Bros., Ltd., 2007 WL 1577771, at *2 (noting that “district courts have broad discretion under Rule 4(f)(3) to authorize other methods of service”); In re Int’l Telemedia Assocs., 245 B.R. 713, 720 (N.D. Ga. 2000) (noting that Rule 4(f)(3) is designed to allow courts discretion and broad flexibility to tailor the methods of service for a particular case). Rule 4 does not require a party attempt service of process by those methods enumerated under subsections (f)(1) and (f)(2), including by diplomatic channels and letters rogatory, before petitioning the court for alternative relief under subsection 4(f)(3). Rio Props., 284 F.3d at 1114-15; see also Brookshire Bros., Ltd., 2007 WL 1577771, at *1. In Brookshire, the Honorable Judge Marcia G. Cooke allowed substitute service on a party’s attorney pursuant to Rule 4(f)(3) holding as follows:

Rule 4(f)(3) is one of three separately numbered subsections in Rule 4(f) and each subsection is separated from the one previous merely by the simple

conjunction ‘or.’ Rule 4(f)(3) is not subsumed within or in any way dominated by Rule 4(f)’s other subsections; it stands independently, on equal footing. Moreover, no language in Rules 4(f)(1) or 4(f)(2) indicates the primacy, and certainly Rule 4(f)(3) indicates no qualifiers or limitations which indicate its availability only after attempting service of process by other means.

Brookshire Bros., Ltd., 2007 WL 1577771, at *1 (quoting Rio Props., 284 F.3d at 1015). Accord TracFone Wireless, Inc. v. Bitton, 278 F.R.D. 687, 692 (S.D. Fla. Jan 11, 2012) (noting that, in regards to Rule 4(f)(3), “there is no indication from the plain language of the Rule that the three subsections, separated by the disjunctive “or,” are meant to be read as a hierarchy.”) Judge Cooke further held, “[t]he invocation of Rule 4(f)(3), therefore, is neither a last resort nor extraordinary relief.” Brookshire Bros., Ltd., 2007 WL 1577771, at *2.

Additionally, the Constitution itself does not mandate that service be effectuated in any particular way. Rather, Constitutional due process considerations require only that the method of service selected be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” Brookshire Bros., Ltd., 2007 WL 1577771, at *1 (quoting Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950)); see also TracFone Wireless, Inc., 278 F.R.D. at 692; Rio Props., 284 F.3d at 1016. Accordingly, federal courts have allowed a variety of alternative service methods, including service by e-mail and service by posting on a designated website, where a plaintiff demonstrates the likelihood that the proposed alternative method of service will notify a defendant of the pendency of the action. See, e.g., Rio Props., 284 F.3d at 1017 (holding, “without hesitation,” that e-mail service of an online business defendant “was constitutionally acceptable”); In re Int’l Telemedia Assocs., 245 B.R. at 721 (“If any methods of communication can be reasonably calculated to provide a defendant with real notice, surely those communication channels utilized and preferred by the defendant himself must be included among them.”);

National Association for Stock Car Auto Racing, Inc. v. Does, 584 F. Supp. 2d 824, 826 (W.D.N.C. 2008) (in “acknowledging the realities of the twenty-first century and the information age, the Court determined that the most appropriate place for publication was [plaintiff’s website].”).

Here, service on Defendants by e-mail and by posting on Plaintiffs’ Serving Notice Website will satisfy due process by apprising them of the action and giving them the opportunity to answer Plaintiffs’ claims. Plaintiffs have verified that each Defendant has at least one form of electronic means of contact, demonstrating that this means of contact is not just effective, but the most reliable means of communicating with Defendants, and consequently, the most reliable means of providing Defendants with notice of this action. (See Gigante Decl. ¶¶ 3-4, 6.) Moreover, service by posting on Plaintiffs’ Serving Notice Website will be an additional source of reliability as Defendants will be able to see copies of the Complaint and all other documents in this matter electronically via their Internet browser. (See Gigante Decl. ¶¶ 5-6.)

E-mail service on an online business defendant is appropriate and constitutionally acceptable in a case such as this when a plaintiff has proven that e-mail is the most effective means of providing a defendant notice of the action. See Rio Props., 284 F.3d at 1017 (concluding “not only that service of process by e-mail was proper—that is, reasonably calculated to apprise [the defendant] of the pendency of the action and afford it an opportunity to respond—but in this case, it was the method of service most likely to reach [the defendant].”). See also Popular Enters., LLC v. Webcom Media Group, Inc., 225 F.R.D. 560, 562 (E.D. Tenn. 2004) (“Under the facts and circumstances presented here, Rule 4(f)(3) clearly authorizes the court to direct service upon defendant by e-mail. The rule is expressly designed to provide courts with broad flexibility in tailoring methods of service to meet the needs of particularly difficult cases. Such flexibility necessarily includes the utilization of modern communication technologies to effect service when

warranted by the facts.”) (citation omitted). The Rio Properties, Inc. and Popular Enters., LLC courts each determined e-mail service to be appropriate in part because, as in this case, the defendants conducted their businesses online, used e-mail in their businesses, and encouraged parties to contact them via e-mail. See id.

In cases that are factually similar to this one, a number of Courts have held that alternate forms of service pursuant to Rule 4(f)(3), such as e-mail service, are appropriate and may be the only means of effecting service of process “when faced with an international e-business scofflaw.” Rio Props., 284 F.3d at 1018; see also Chanel, Inc. v. Zhixian, 2010 WL 1740695, at *3 (e-mail service “reasonably calculated to notify Defendants of the pendency of this action and provide him with an opportunity to present objections.”); TracFone Wireless, Inc., 278 F.R.D. at 693 (finding that service of process by e-mail was reasonably calculated to apprise the defendants of the action and give it an opportunity to respond); Popular Enters., LLC, 225 F.R.D. at 563 (same); In re Int’l Telemedia Associates, 245 B.R. at 722 (“A defendant should not be allowed to evade service by confining himself to modern technological methods of communication not specifically mentioned in the Federal Rules. Rule 4(f)(3) appears to be designed to prevent such gamesmanship by a party.” (concluding e-mail and facsimile service to be appropriate)); Chanel, Inc. v. Zhibing, No. 09-cv-02835, 2010 WL 1009981, at *4 (W.D. Tenn. March 17, 2010) (stating that e-mail service has the “greatest likelihood” of reaching e-commerce merchants and noting, “The federal judiciary’s own CM/ECF system alerts parties . . . by e-mail messages.” Alternate service via e-mail granted).³ Plaintiffs submit that allowing e-mail service in the present case is appropriate and

³ See, e.g., Tiffany NJ LLC v. Individuals, No. 24-61345-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 156994 (S.D. Fla. July 30, 2024) (Order authorizing alternate service of process via, *inter alia*, e-mail); Chanel, Inc. v. Individuals, No. 24-61114-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 157241 (S.D. Fla. June 28, 2024) (same); Malletier v. Individuals, No. 24-60432-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 88028 (S.D. Fla. Mar. 21, 2024) (same); adidas AG v. Adidaschinhhang.net, No.

comports with constitutional notions of due process, particularly given Defendants’ decisions to conduct their unlawful businesses using the Internet and utilizing e-mail as a primary means of communication.

Additionally, service of a defendant by posting on a designated website has been deemed an appropriate means of service by website posting. See National Association for Stock Car Auto Racing, 584 F. Supp. 2d at 826.⁴ A proposed method of website posting need only be “reasonably

23-62427-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 34480 (S.D. Fla. Jan. 3, 2024) (same); Fanatics, LLC v. Individuals, No. 23-62354-Civ-Dimitrouleas, 2023 U.S. Dist. Lexis 235617 (S.D. Fla. Dec. 20, 2023) (same); North Face Apparel Corp. v. Individuals, P’ships & Unincorporated Ass’n, No. 20-60922-Civ-Dimitrouleas, 2020 U.S. Dist. Lexis 259580 (S.D. Fla. May 11, 2020) (same); see also Chanel, Inc. v. 21914270, No. 24-60261-Civ-Singhal, 2024 U.S. Dist. Lexis 31199, 2024 WL 756145 (S.D. Fla. Feb. 23, 2024) (same); Tiffany (NJ) LLC v. Individuals, No. 23-62371-Civ-Rosenberg, 2023 U.S. Dist. Lexis 234584 (S.D. Fla. Dec. 29, 2023) (same); Chanel, Inc. v. Individuals, No. 23-62158-Civ-Smith, 2023 U.S. Dist. Lexis 234567, 2023 WL 9472851 (S.D. Fla. Dec. 19, 2023) (same); Chanel, Inc. v. 21909944, No. 23-62279-Civ-Bloom, 2023 U.S. Dist. Lexis 215886, 2023 WL 8433679 (S.D. Fla. Dec. 5, 2023) (same); Malletier v. 99usd-Louisvuitton, No. 20-62619-Civ-Altman, 2020 U.S. Dist. Lexis 260004, 2020 WL 12442134 (S.D. Fla. Dec. 31, 2020) (same).

⁴ See, e.g., Tiffany NJ LLC v. Individuals, No. 24-61345-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 156994 (S.D. Fla. July 30, 2024) (Order granting alternative service via e-mail service and by posting on plaintiff’s designated website); Chanel, Inc. v. Individuals, No. 24-61114-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 157241 (S.D. Fla. June 28, 2024) (same); Malletier v. Individuals, No. 24-60432-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 88028 (S.D. Fla. Mar. 21, 2024) (same); adidas AG v. Adidaschinhhang.net, No. 23-62427-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 34480 (S.D. Fla. Jan. 3, 2024) (same); Fanatics, LLC v. Individuals, No. 23-62354-Civ-Dimitrouleas, 2023 U.S. Dist. Lexis 235617 (S.D. Fla. Dec. 20, 2023) (same); North Face Apparel Corp. v. Individuals, P’ships & Unincorporated Ass’n, No. 20-60922-Civ-Dimitrouleas, 2020 U.S. Dist. Lexis 259580 (S.D. Fla. May 11, 2020) (same); see also Chanel, Inc. v. 21914270, No. 24-60261-Civ-Singhal, 2024 U.S. Dist. Lexis 31199, 2024 WL 756145 (S.D. Fla. Feb. 23, 2024) (same); Tiffany (NJ) LLC v. Individuals, No. 23-62371-Civ-Rosenberg, 2023 U.S. Dist. Lexis 234584 (S.D. Fla. Dec. 29, 2023) (same); Chanel, Inc. v. Individuals, No. 23-62158-Civ-Smith, 2023 U.S. Dist. Lexis 234567, 2023 WL 9472851 (S.D. Fla. Dec. 19, 2023) (same); Chanel, Inc. v. 21909944, No. 23-62279-Civ-Bloom, 2023 U.S. Dist. Lexis 215886, 2023 WL 8433679

calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” National Association for Stock Car Auto Racing, 584 F. Supp. 2d at 826 (citing Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 315-16, 70 S. Ct. 652, 94 L. Ed. 865 (1950)). In National Association for Stock Car Auto Racing, Inc. v. Does, the United States District Court for the Western District of North Carolina determined that the plaintiff could serve “Doe” defendants and apprise those defendants of a pending preliminary injunction hearing by posting on the plaintiff’s website. Id.

Accordingly, Plaintiffs have created their serving notice website which will be appearing at the URL <http://servingnotice.com/Ds40d5c/index.html>, whereon copies of the Complaint, this Motion, and all other pleadings, documents, and orders issued in this action will be posted. (Gigante Decl. ¶ 5.) The address to Plaintiffs’ Serving Notice Website will be provided to each Defendant via their known e-mail addresses and onsite contact forms and will be included as part of service of process in this matter. (See id.) Posting the Summonses, Complaint, and all pleadings, documents, and orders issued in this action on Plaintiffs’ Serving Notice Website will provide notice to Defendants sufficient to meet the due process requirements for service of process and notice pursuant to Federal Rule of Civil Procedure 4, apprise Defendants of the pendency of this action, and afford Defendants and any other interested parties an opportunity to present their answers and objections.

B. Service of Process Via Electronic Means Are Not Prohibited by International Agreement.

Service via e-mail and via posting on a designated website are not prohibited by international agreement. Based upon the data provided in connection with Defendants’ domain

(S.D. Fla. Dec. 5, 2023) (same); Malletier v. 99usd-Louisvuitton, No. 20-62619-Civ-Altman, 2020 U.S. Dist. Lexis 260004, 2020 WL 12442134 (S.D. Fla. Dec. 31, 2020) (same).

name registrations and Internet websites, including the investigative data provided thereunder, Plaintiffs have reasonable cause to suspect Defendants may reside and/or operate in China, or other foreign countries, and/or redistribute products from sources in those countries. (Gigante Decl. ¶ 7.) The United States and China are signatories to the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (the “Hague Convention”). (Gigante Decl. ¶ 8 and Composite Exhibit “1” attached thereto, Hague Convention and list of signatory Members.) However, the Hague Convention does not preclude the Court from authorizing service of process via e-mail or posting on a designated website.

Alternative means of service, such as e-mail and website posting, are not prohibited by the Hague Convention where a signatory nation has not expressly objected to those means. See Stat Med. Devices, Inc. v. HTL-Strefa, Inc., No. 15-cv-20590-FAM, 2015 U.S. Dist. Lexis 122000 (S.D. Fla. Sept. 14, 2015) (noting that an objection to the alternative forms of service set forth in the Hague Convention is limited to the forms of service expressly objected to).⁵ Article 10 to the

⁵ See Tiffany NJ LLC v. Individuals, No. 24-61345-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 156994 (S.D. Fla. July 30, 2024) (authorizing e-mail service and by posting on plaintiff’s designated website, noting an objection to the alternative means of service provided by the Hague Convention is expressly limited to those means and does not represent an objection to other forms of service, such e-mail or website posting); Chanel, Inc. v. Individuals, No. 24-61114-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 157241 (S.D. Fla. June 28, 2024) (same); Malletier v. Individuals, No. 24-60432-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 88028 (S.D. Fla. Mar. 21, 2024) (same); adidas AG v. Adidaschinhhang.net, No. 23-62427-Civ-Dimitrouleas, 2024 U.S. Dist. Lexis 34480 (S.D. Fla. Jan. 3, 2024) (same); Fanatics, LLC v. Individuals, No. 23-62354-Civ-Dimitrouleas, 2023 U.S. Dist. Lexis 235617 (S.D. Fla. Dec. 20, 2023) (same); North Face Apparel Corp. v. Individuals, P’ships & Unincorporated Ass’n, No. 20-60922-Civ-Dimitrouleas, 2020 U.S. Dist. Lexis 259580 (S.D. Fla. May 11, 2020) (same); see also Chanel, Inc. v. 21914270, No. 24-60261-Civ-Singhal, 2024 U.S. Dist. Lexis 31199, 2024 WL 756145 (S.D. Fla. Feb. 23, 2024) (same); Tiffany (NJ) LLC v. Individuals, No. 23-62371-Civ-Rosenberg, 2023 U.S. Dist. Lexis 234584 (S.D. Fla. Dec. 29, 2023) (same); Chanel, Inc. v. Individuals, No. 23-62158-Civ-Smith, 2023 U.S. Dist. Lexis 234567, 2023 WL 9472851 (S.D. Fla. Dec. 19, 2023) (same); Chanel, Inc. v. 21909944, No. 23-62279-Civ-Bloom, 2023 U.S. Dist. Lexis 215886, 2023 WL 8433679 (S.D. Fla. Dec. 5, 2023) (same); Malletier v. 99usd-Louisvuitton, No. 20-62619-Civ-Altman, 2020 U.S. Dist. Lexis 260004, 2020 WL 12442134 (S.D. Fla. Dec. 31, 2020) (same).

Hague Convention allows service of process through means other than a signatory's Central Authority, such as "postal channels" and "judicial officers," provided the State of destination does not object to those means. See Hague Convention, Art. 10, 20 U.S.T. 361 (1969). China has declared that it opposes the alternative means of service outlined in Article 10 of the Hague Convention. (See Gigante Decl. ¶ 8.) However, the objections are specifically limited to the means of service enumerated in Article 10, and China has not expressly objected to service via e-mail or website posting. (Gigante Decl. ¶ 8; see also Comp. Ex. 1 attached thereto, true and correct printouts of China's Declaration/Reservation/Notification in regards to the Hague Convention.) Because the declarations to the Hague Convention filed by China does not object to e-mail and website posting service, "a court acting under Rule 4(f)(3) remains free to order alternative means of service that are not specifically referenced in Article [10]." Gurung v. Malhotra, 279 F.R.D. 215, 219 (S.D.N.Y. 2011); see also WhosHere, Inc. v. Orun, No. 13-cv-00526-AJT, 2014 U.S. Dist. Lexis 22084, at *9 (E.D. Va. Feb. 20, 2014) (authorizing e-mail service, noting objection to means of service listed in Article 10 "is specifically limited to the enumerated means of service in Article 10.").

Moreover, an objection to the alternative means of service provided in Article 10 does not represent a *per se* objection to other forms of service, such as e-mail or website posting. See In re S. African Apartheid Litig., 643 F. Supp. 2d 423, 434, 437 (S.D.N.Y. 2009) (requiring express objection to alternative method of service by signatory nation to preclude that particular means of service). Consequently, China's objections to the means of alternative service provided in Article 10 is no bar to court-directed service and does not prevent this Court from authorizing alternative service of process via e-mail or website posting. See, e.g., Gurung, 279 F.R.D. at 220 (approving service of process on foreign defendants via e-mail despite India's objection to Article 10, stating

that an “objection to service through postal channels does not amount to an express rejection of service via electronic mail.”); Stat Med. Devices, Inc., 2015 U.S. Dist. Lexis 122000 at *8–9 (permitting service of process on foreign defendants via e-mail and substituted service on domestic counsel despite Poland’s objection to Article 10, noting “This Court and many other federal courts have permitted service by electronic mail and determined that an objection to Article 10 of the Hague Convention . . . does not equate to an express objection to service via electronic mail.”); FTC v. PCCare247 Inc., No. 12-cv-7189-PAE, 2013 U.S. Dist. Lexis 31969, at * 10 (S.D.N.Y. March 7, 2013) (authorizing service of process via e-mail and Facebook, explaining that “Numerous courts have held that service by email does not violate any international agreement where the objections of the recipient nation are limited to those means enumerated in Article 10.”); WhosHere, Inc., 2014 U.S. Dist. Lexis 22084 (authorizing service of process on foreign defendants via e-mail despite Turkey’s objection to Article 10); Richmond Techs., Inc. v. Aumtech Bus. Solutions, No. 11-CV-02460-LHK, 2011 U.S. Dist. Lexis 71269 (N.D. Cal. July 1, 2011) (“[N]umerous courts have authorized alternative service under Rule 4(f)(3) even where the Hague Convention applies. This is true even in cases involving countries that, like India, have objected to the alternative forms of service permitted under Article 10 of the Hague Convention.”).

Notwithstanding, Plaintiffs also submit that the Hague Convention does not apply in this case. Plaintiffs’ counsel reviewed the data Defendants identified in the WHOIS records for each of their respective Subject Domain Names, as well as information contained on Defendants’ websites operating thereunder. (Gigante Decl. ¶ 7.) However, Plaintiffs have not been able to verify a valid physical address for service of process on Defendants. (Id.) According to Article 1 of the Hague Convention, “[the] convention shall not apply where the address of the person to be served with the document is not known.” See Hague Convention, Art. 1, 20 U.S.T. 361 (1969).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request this Court grant the present motion and authorize service of the Summonses, the Complaint, and all filings and discovery in this matter upon each Defendant in this action:

(1) via e-mail by providing the address to Plaintiffs' Serving Notice Website to Defendants via the e-mail addresses provided by that Defendant (i) as part of the data related to each of their respective domain names, including customer service e-mail addresses and onsite contact forms, and private messaging applications and/or services, or (ii) via the registrars of record for their domain names, as set forth on Schedule "A" hereto; and

(2) via website posting by posting a copy of the Summonses, Complaint, and all filings and discovery in this matter on Plaintiffs' Serving Notice Website appearing at the URL <http://servingnotice.com/Ds40d5c/index.html>.

DATED: December 4, 2024.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Virgilio Gigante**

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Attorneys for Plaintiffs

SCHEDULE A
DEFENDANTS BY NUMBER, SUBJECT DOMAIN NAME
AND MEANS OF CONTACT

Defendant Number	Defendant / Domain Name	Means Of Contact
1	adsalejerseys.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	buybuyjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	ukjerseys.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	nationalteamjersey.top	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	aljerseys.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	okfootballjerseyseu.top	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	bmwjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	eufootballjerseys.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	eufootballjerseys.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	europaerjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	joinjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	premierleaguejersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188

1	proclubjerseys.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	allworldsoccerjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	clubjerseysale.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	nkclubjersey.com	service@nkjersey.com WhatsApp: 12137081188
1	shipsoccer.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
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1	nowjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	nksalejersey.com	service@nkjersey.com WhatsApp: 12137081188
1	tpjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	cajerseyss.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	nkworldsoccer.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	worldsoccerline.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188

1	nationteamjersey.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	bujersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vijersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	worjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	shipfootballjersey.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	okfootballjersey.top	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	allfootballjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	buyfootballjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vipfootballjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	jerseynewarrival.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vipnewarrival.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	allsoccerjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	buysoccerjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vipsoccerjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188

1	buyworldjerseys.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	buyworldsoccerjersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vipworldsoccer.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	bestjerseyeu.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	busoccer.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	jersoccer.com	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	joinwinjerseys.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	visoccer.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vipclubjerseys.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1	vipjerseyeu.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
1.17	vipsalejersey.shop	service@nkjersey.com Daniel-online@hotmail.com WhatsApp: 12137081188
2	aajersey1.com	3303009868@qq.com WhatsApp: 8618938401689
2	aajersey2.com	3303009868@qq.com WhatsApp: 8618938401689
2	aajersey3.com	3303009868@qq.com WhatsApp: 8618938401689
3	alejersey.us	alejersey@outlook.com WhatsApp: 8613312857724
4	brotherjerseys.me	brotherjerseys@hotmail.com
5	jerseycheapshop.store	discountjerseysmall@outlook.com

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6	cheapsportsjerseys.online	fusejerseys@outlook.com
6	jerseyscheapshop.store	fusejerseys@outlook.com
6	newsportsjerseys.com	fusejerseys@outlook.com
6	newjerseyscheap.com	fusejerseys@outlook.com
7	dosoccerjersey.co	dosoccerjersey@hotmail.com
8	soccervolt.com	peraleswll789916@hotmail.com
8	elitesoccers.com	peraleswll789916@hotmail.com
8	encsoccer.com	soccer@svipsupport.com
8	euro-jersey.com	soccersvip@svipsupport.com
8	fotballs.com	soccer@svip-service.com
8	needsoccer.com	soccer@svip-service.com
8	repairsoccer.com	soccer@svip-service.com
8	soccershirs.com	funsockerserve@outlook.com
8	wearjersey.com	grace@svipsupport.com
9	enjoyfball.com	support@enjoyfball.com WhatsApp: 8618819309994
10	fballjerseys.com	support@fballshirt.com WhatsApp: 8615915828392
10	fballshirt.com	support@fballshirt.com WhatsApp: 8615915828392
11	footballhomeland.com	support@footballhomeland.com WhatsApp: 8618122023120
12	footballjersey.vip	328444819@qq.com WhatsApp: 8613422270123
13	gmkits5.com	gmkits6709@163.com WhatsApp: 8618024986709
13	gmkits6.com	gmkits6709@163.com WhatsApp: 8618024986709
14	grkits2.com	grkits@163.com WhatsApp: 8613543562182
15	ifootballshop.com	https://www.ifootballshop.com/index.php?route=information/contact
16	ijersey.net	customerservice@ijersey.vip manager@ijersey.vip edmondsoccershop@hotmail.com ijerseyservice@gmail.com WhatsApp: 8618680191093; 17373375744

17	jersey14770071406.com	1871489552@qq.com WhatsApp: 8614770071406
18	jerseysclassic.me	nikejerseyco@hotmail.com
19	jerseysking.me	nikejerseyszone@hotmail.com
19	jerseysorder.me	nikejerseyszone@hotmail.com
20	jerseysland.me	newjerseyszone@hotmail.com
21	jerseysmake.me	jerseysdoor@hotmail.com
22	jerseysmall.online	jerseysdoor@hotmail.com
22	jerseysshop.online	jerseysdoor@hotmail.com
22	jerseysmall.me	jerseysmall@outlook.com
23	jerseyrush.me	jerseystime@hotmail.com
24	jerseystore.org	support@mxia.top WhatsApp: 8618948002151
25	jerseyzhao.com	zhaocailun@gmail.com WhatsApp: 8613826120791
26	jjSPORT1.com	https://www.jjsport1.com/h-module-feedback.html
27	joyfball.vip	support@joyfball.com WhatsApp: 8618138765261
27	joysfball.com	support@joyfball.com WhatsApp: 8618138765261
28	juswish68.com	juswish68@163.com WhatsApp: 8615814899968
29	ktjerseys.com	support@jerseys.lol WhatsApp: 447309116751
30	messi106.com	support@messi106.com WhatsApp: 8617278602450
31	mmjerseys22.com	MMJerseys00@gmail.com
31	mmjerseys44.com	MMJerseys00@gmail.com
31	mmjerseys55.com	MMJerseys00@gmail.com
32	passionjersey.com	z18902504838@outlook.com WhatsApp: 8618902504838
33	powerfunsoccer.com	camompic90c@gmail.com
33	profunsoccer.com	camompic90c@gmail.com
33	victoryfunsoccer.com	camompic90c@gmail.com
34	premierjerseyoutlet.com	info@athleticjerseyzone.com
35	projerseyshop.cc	projerseyshopofficial@gmail.com service@projerseyshop.cc WhatsApp: 8618578371873

36	shrimp-jersey.com	tankk7a124@qq.com WhatsApp: 8615989179099
37	soccercjersey.com	grfc01@zg-fortune.com WhatsApp: 8613312963649
37	soccerejersey.com	grfc01@zg-fortune.com WhatsApp: 8613312963649
37	soccerrjersey.com	grfc01@zg-fortune.com WhatsApp: 8613312963649
37	soccerojersey.com	grfc01@zg-fortune.com WhatsApp: 8613312963649
38	soccersmarthome.com	support@soccersmarthome.com
39	sportjerseyclub.com	https://www.sportjerseyclub.com/contact-us/ WhatsApp: 8615018795144
40	superfootballjersey.store	https://www.west.cn/web/whoisform?domain=superfootballjersey.store WhatsApp: 8613711757107
41	topjerseyall.com	support@topjerseyall.com WhatsApp: 8618320365342
42	vvjersey.com	2650431323@qq.com WhatsApp: 16624632997
43	wixjersey.com	https://www.wixjersey.com/pages/contactus
44	yuanjersey.com	592315660@qq.com WhatsApp: 862017718853028