UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-CV-26175-RAR

ADIDAS AG, *et al.*,

Plaintiffs,

v.

ATSOCCERJERSEY.COM,

Defendant.
_____/

ORDER GRANTING PLAINTIFFS' MOTION FOR ORDER AUTHORIZING ALTERNATE SERVICE OF PROCESS

THIS CAUSE comes before the Court upon Plaintiffs' Motion for Order Authorizing Alternate Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) ("Motion"), [ECF No. 5]. The Court has carefully reviewed the Motion, the record, and is otherwise fully advised. For the reasons set forth below, it is hereby

ORDERED AND ADJUDGED that Plaintiffs' Motion, [ECF No. 5], is **GRANTED**.

BACKGROUND

On December 31, 2025, Plaintiffs filed a Complaint, [ECF No. 1], alleging that Defendant is infringing Plaintiffs' trademarks by using Plaintiffs' trademarks in connection with the promoting, selling, offering for sale, and/or distributing goods using counterfeits and confusingly similar imitations of Plaintiffs' trademarks within the Southern District of Florida through its e-commerce stores. Compl. at 2.

Plaintiffs contend that Defendant operates via the Internet and utilizes electronic means as reliable forms of contact. *See* Decl. of Virgilio Gigante ("Gigante Decl."), [ECF No. 5-1] ¶¶ 2–3. According to Plaintiffs, they have reasonable cause to suspect Defendant may reside and/or operate

in Hong Kong. *See id.* ¶ 9. Plaintiffs further contend that Defendant has at least one operational form of electronic contact, including e-mail addresses. *See id.* ¶ 3.

Plaintiffs have also created a designated serving notice website located at https://servingnotice.com/Ds4r3v1/index.html, where copies of the Complaint and all other documents on file in this action will be displayed. *See id.* ¶ 4.

LEGAL STANDARD

Federal Rule of Civil Procedure 4(f)(3) allows a district court to order an alternate method of service to be effectuated upon foreign defendants, provided that it is not prohibited by international agreement and is reasonably calculated to give notice to the defendants. *See* FED. R. CIV. P. 4(f)(3); *Brookshire Bros., Ltd. v. Chiquita Brands Int'l, Inc., Ltd.*, No. 05-21962, 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." (citing *Prewitt Enters., Inc. v. Org. of Petroleum Exporting Countries*, 353 F.3d 916, 921, 927 (11th Cir. 2003))).

ANALYSIS

Service by electronic communication, including e-mail, and via posting on a designated website is not prohibited under international agreement in this case. Although the United States and Hong Kong are signatories to the Hague Convention on the Service Abroad of Extra-Judicial Documents in Civil and Commercial Matters, Nov. 15, 1965, 20 U.S.T. 361 ("Hague Convention"), the Hague Convention does not specifically preclude service of process via e-mail or by posting on a designated website.

Where a signatory nation has objected to the alternative means of service provided by the Hague Convention, that objection is expressly limited to those means and does not represent an

objection to other forms of service, such as electronic communication via e-mail or website posting.[1] *Cf. Stat Med. Devices, Inc. v. HTL-Strefa, Inc.*, No. 15-20590, 2015 WL 5320947, at *3 (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 specific forms of service objected to). "A court acting under Rule 4(f)(3) therefore remains free to order alternative means of service where a signatory nation has not expressly objected to those means." *Karsten Mfg. Corp. v. Store*, No. 18-61624, 2018 WL 8060707, at *1 (S.D. Fla. July 26, 2018) (citation omitted). Accordingly, service by electronic communication does not violate an international agreement.

Further, electronic communication and posting on a designated website satisfy the requirements of due process here because they are reasonably calculated to give notice to Defendant. *See e.g.*, *Rio Props. Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1017−18 (9th Cir. 2002).

Plaintiffs have shown good cause why leave should be granted to allow service of the summonses, the Complaint, and all filings and discovery in this matter on Defendant via e-mail or posting on Plaintiffs' designated website. Thus, for the foregoing reasons, it is hereby

ORDERED AND ADJUDGED that Plaintiffs' Motion, [ECF No. 5], is **GRANTED** as follows:

1. Plaintiffs may serve the Summonses, Complaint, and all filings and discovery in this matter upon Defendant via e-mail by providing the address for Plaintiffs' designated serving notice website to Defendant via the e-mail accounts provided by Defendant as part of the data related to its e-commerce store, including customer service e-mail addresses, or via the registrar of record's e-mail address or domain contact form for each of the E-commerce Store Names; or

[1] The declaration to the Hague Convention filed by Hong Kong does not expressly prohibit e-mail service or website posting. *See* Gigante Decl. ¶ 10.

2. Plaintiffs may serve the Summonses, Complaint, and all filings and discovery in this matter upon Defendant via website posting by posting a copy of the same on Plaintiffs' designated serving notice website appearing at the following URL: https://servingnotice.com/Ds4r3v1/index.html, and providing the address to Plaintiffs' designated service notice website to Defendant via their known e-mail accounts and/or via the designated domain name registrar for each of the E-commerce Store Names.

3. On or before **March 31, 2026**, Plaintiffs shall perfect service upon Defendant or show good cause as to why this action should not be dismissed for failure to perfect service of process.

DONE AND ORDERED in Miami, Florida, this 21st day of January, 2026.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE