

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-cv-20181-BLOOM/Elfenbein

S.A.S. JEAN CASSEGRAIN, *et al.*,

Plaintiffs,

v.

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

Defendants.

**SEALED ORDER GRANTING PLAINTIFFS' *EX PARTE* MOTION
TO AUTHORIZE ALTERNATE SERVICE OF PROCESS**

THIS CAUSE is before the Court upon Plaintiffs' *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3), ECF No. [10] ("Motion"). In their Complaint, Plaintiffs, S.A.S. Jean Cassegrain and Longchamp USA, Inc. ("Plaintiffs"), set forth claims against Defendants for (1) trademark counterfeiting and infringement, (2) false designation of origin, (3) cybersquatting, (4) common law unfair competition, and (5) common law trademark infringement. *See generally* ECF No. [1]. More specifically, Plaintiffs allege that Defendants promote, sell, offer for sale, and distribute goods bearing counterfeits and confusingly similar imitations of Plaintiffs' trademarks, thereby infringing Plaintiffs' trademarks. *Id.* Plaintiffs contend that Defendants are accomplishing these infringement activities by operating Internet based e-commerce stores under their respective seller names (the "E-commerce Store Names") identified on Schedule "A" hereto. The Court has carefully reviewed the Motion, the evidence submitted in support of the Motion, and the applicable

law, and is otherwise duly advised. For the reasons that follow, the Motion is granted.

Plaintiffs contend that Defendants operate via the Internet and utilize electronic means as reliable forms of contact. *See* ECF No. [10] at 3-6. According to Plaintiffs, they have reasonable cause to suspect that Defendants are residing and/or operating from the People’s Republic of China (“China”), the Republic of Austria (“Austria”), France, the Federal Republic of Germany (“Germany”), Malaysia, the Republic of Poland (“Poland”), the United Kingdom of Great Britain and Northern Ireland (“United Kingdom”), or other foreign jurisdictions, and/or redistribute products from sources in those locations. *Id.* at 12-13. Plaintiffs further contend that Defendants have at least one operational form of electronic contact, demonstrating that this means of contact is not just effective, but the most reliable means of communicating with Defendants. *Id.* at 3-6. Consequently, Plaintiffs assert that e-mail, including onsite contact and designated registrar, are the most reliable means of providing Defendants with notice of this action. *Id.* at 9-10.

Rule 4(f)(3) allows a district court to order an alternate method for service to be effected upon foreign defendants, provided that it is not prohibited by international agreement, and is reasonably calculated to give notice to the defendants. *See Brookshire Bros. 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 found 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)); *Rio Props., Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1015 (9th Cir. 2002)). The plain language of Rule 4(f)(3) reflects that the decision to issue an order allowing alternate means of service lies within the discretion of the district court.

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Service by e-mail is not prohibited under international agreement in this case. Although the United States, China, Austria, France, Germany, Poland, and the United Kingdom are signatories to the Hague Convention on the Service Abroad of Extra-Judicial Documents in Civil and Commercial Matters (the “Hague Convention”),¹ 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 e-mail or website posting.² *Stat Med. Devices, Inc. v. HTL-Strefa, Inc.*, No. 15-cv-20590, 2015 WL 5320947, at *1 (S.D. Fla. Sept. 14, 2015) (noting that an objection to the alternative forms of service set forth in the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Nov. 15, 1965, 658 U.N.T.S. 16, 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. *See Gurung v. Malhotra*, 279 F.R.D. 215, 219 (S.D.N.Y. 2011) (noting that a court acting under Rule 4(f)(3) remains free to order alternative means of service that are not specifically referenced in Article X of the Hague Convention where a signatory nation has objected only to those means of service listed in that article). Accordingly, service by e-mail or internet communication does not violate an international agreement. Further, as Plaintiffs have been unable to identify a valid address for service of process upon Defendants, according to Article

¹ Malaysia is not a signatory to the Hague Convention. *See* ECF No. [10] at 13.

² China, Austria, France, Germany, Poland, and the United Kingdom have not expressly objected to service via e-mail or website posting. *See generally* ECF No. [10] at 14-5.

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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).

Rule 4(f)(3) was “adopted in order to provide flexibility and discretion to the federal courts in dealing with questions of alternative methods of service of process in foreign countries.” *In re Int’l Telemedia Assoc., Inc.*, 245 B.R. 713 (Bankr. N.D. Ga. 2000). What constitutes appropriate service varies depending on the circumstances of the case and turns on the court’s determination of whether the alternative method is reasonably calculated to apprise the parties of the pendency of the action and afford them an opportunity to present their objections. *Philip Morris USA, Inc. v. Veles Ltd.*, No. 06 CV 2988 (GBD), 2007 WL 725412, at *2 (S.D.N.Y. Mar. 12, 2007).

Here, the Court finds that Plaintiffs have shown good cause for leave to allow service of the Summonses, Complaint, and all future filings in this matter upon each Defendant via e-mail and via posting on a designated website.

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Plaintiffs’ Motion, **ECF No. [10]**, is **GRANTED**.
2. Plaintiffs shall serve the Summonses, Complaint, and all filings in this matter upon Defendants via e-mail by providing the address to Plaintiffs’ designated serving notice website to Defendants via the e-mail addresses provided by each Defendant as part of the data related to its e-commerce store, including customer service e-mail addresses and/or onsite contact forms, or via the registrar of record for each of the e-commerce stores. *See* Schedule “A” (listing Defendants by Defendant number, E-commerce Store Name, and associated means of contact).
3. Plaintiffs shall serve Defendants via website posting by posting a copy of the Summonses, Complaint, and all filings in this matter on Plaintiffs’ designated

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serving notice website appearing at the URL

<http://servingnotice.com/Ojb52A/index.html>.

DONE AND ORDERED in Chambers at Miami, Florida, on January 15, 2025.

A handwritten signature in black ink, appearing to be 'JB' or similar, written over a horizontal line.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
AND MEANS OF CONTACT

Def. No.	Defendant / E-commerce Store Name	Means of Contact
1	long-champ.com.tr	https://www.long-champ.com.tr/contact_us.html
1	longchampargentina.com	https://www.longchampargentina.com/contact_us.html
2	buylongchampshop.com	blgbjdkkeytau@hotmail.com admin@buylongchampshop.com
3	longchambagdenmark.com	https://www.longchambagdenmark.com/contact_us.html
3	longchamptas-nederland.com	https://www.longchamptas-nederland.com/contact_us.html
4	longchambagireland.com	https://www.longchambagireland.com/contact_us.html
5	longchambagoutletusa.com	herculeslinde46@gmail.com no-reply-aws@trackingorder.online
6	longchambagsk.com	https://www.longchambagsk.com/contact_us.html
7	longchambagsuae.com	https://www.longchambagsuae.com/contact_us.html
7	longchamp-colombia.com	https://www.longchamp-colombia.com/contact_us.html
8	longchambolsoschile.com	https://www.longchambolsoschile.com/contact_us.html
9	longchampcantaturkiyefiyatlarl.com	https://www.longchampcantaturkiyefiyatlarl.com/contact_us.html
10	longchampenchile.com	https://www.longchampenchile.com/contact_us.html
11	longchamp-factory-outlet.com	https://www.longchamp-factory-outlet.com/contact_us.html
12	longchampkabelkacz.com	https://www.longchampkabelkacz.com/contact_us.html
13	longchamp-ksa.com	https://www.longchamp-ksa.com/contact_us.html
14	longchamplaukkualefi.com	https://www.longchamplaukkualefi.com/contact_us.html
15	longchamplondonoutlet.com	Service via Registrar
16	longchampnyc.com	https://www.longchampnyc.com/contact_us.html
16	longchampnewyork.com	Service via Registrar
17	longchamposterreich.at	https://www.longchamposterreich.at/contact_us.html
18	longchampoutletpolska.pl	https://www.longchampoutletpolska.pl/contact_us.html

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19	longchampoutletsfactory.com	https://www.longchampoutletsfactory.com/contact_us.html
20	longchamp-outletstoreonline.com	https://www.longchamp-outletstoreonline.com/contact_us.html
21	longchampportugallojas.com	https://www.longchampportugallojas.com/contact_us.html
22	longchamp-romania.com	https://www.longchamp-romania.com/contact_us.html
23	longchampslovenija.com	https://www.longchampslovenija.com/contact_us.html
24	longchampsrbija.com	https://www.longchampsrbija.com/contact_us.html
25	longchamptasche.com	admin@longchamptaschen.com
26	longchamptr.com	https://www.longchamptr.com/contact_us.html
27	longchamp-turkey.com	WayneBanner93@hotmail.com https://www.longchamp-turkey.com/contact_us.html
28	longchampaedubaimall.com	BonesteelBertrand26@gmail.com https://www.longchampaedubaimall.com/contact_us.html
29	longchampaesale.com	https://www.longchampaesale.com/contact_us.html
30	longchampukwebsite.com	https://www.longchampukwebsite.com/contact_us.html
31	newlongchampstore.com	admin@newlongchampstore.com fnbyad9663@hotmail.com d@chieftratt.com