

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 24-cv-23663-BLOOM/Elfenbein

GOYARD ST-HONORE,

Plaintiff,

v.

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

Defendants.

**SEALED ORDER GRANTING PLAINTIFF’S *EX PARTE* MOTION
TO AUTHORIZE ALTERNATE SERVICE OF PROCESS**

THIS CAUSE is before the Court upon Plaintiff’s *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 its Complaint, Plaintiff, Chanel, Inc. (“Plaintiff”), sets 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, Plaintiff alleges that Defendants promote, sell, offer for sale, and distribute goods bearing counterfeits and confusingly similar imitations of Plaintiff’s trademarks, thereby infringing Plaintiff’s trademarks. *Id.* Plaintiff contends 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.

Plaintiff contends that Defendants operate via the Internet and utilize electronic means as reliable forms of contact. *See* ECF No. [10] at 3-6. According to Plaintiff, it has reasonable cause to suspect that Defendants are residing and/or operating from the People's Republic of China ("China"), the Republic of Singapore ("Singapore"), Germany, Australia, France, Canada, Netherlands, Iceland, the United Kingdom of Great Britain and Northern Ireland ("UK"), the Special Administrative Region of Hong Kong ("Hong Kong"), United Arab Emirates, Republic of Indonesia ("Indonesia"), New Zealand, or other foreign jurisdictions, and/or redistribute products from sources in those locations. *Id.* at 13. Plaintiff further contends 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, Plaintiff asserts that e-mail, including onsite contact, corresponding private messaging applications and/or services, 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.

Service by e-mail is not prohibited under international agreement in this case. Although the United States, China, Singapore, Germany, Australia, France, Canada, Netherlands, Iceland, the UK, and Hong Kong 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

¹ United Arab Emirates, Indonesia, and New Zealand are not signatories to the Hague Convention. *See* ECF No. [10] at 14.

² China, Singapore, Germany, Australia, France, Canada, Netherlands, Iceland, the UK, and Hong Kong have not expressly objected to service via e-mail or website posting. *See generally* ECF No. [10] at 13, 15.

agreement. Further, as Plaintiff has been unable to identify a valid address for service of process upon Defendants, 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).

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 Plaintiff has 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. Plaintiff’s Motion, **ECF No. [10]**, is **GRANTED**.
2. Plaintiff shall serve the Summonses, Complaint, and all filings in this matter upon Defendants via e-mail by providing the address to Plaintiff’s 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, and private messaging applications and/or services, 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. Plaintiff shall serve Defendants via website posting by posting a copy of the Summonses, Complaint, and all filings in this matter on Plaintiff’s designated serving notice website appearing at the URL <https://servingnotice.com/Ym35CU/index.html>.

DONE AND ORDERED in Chambers at Miami, Florida, on September 26, 2024.

A handwritten signature in black ink, appearing to be 'JB' or similar, with a long horizontal stroke extending to the right.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record

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

Defendant No.	Defendant/ E-commerce Store Name	Means of Contact
1	goyardbagus.com	admin@goyardbagus.com
2	goyarduksale.com	luxuryitemswholesale@gmail.com
3	aaareplica.nu	service@aaareplica.nu service@aaareplica.nu maoxiaohupp@outlook.com
4	bagscoll.shop	support@zngogo.com
4	blissbags.shop	Support@zngogo.com help@luybagsonline.shop
4	luxesbag.shop	Support@zngogo.com
4	topbagsnew.shop	Support@zngogo.com 547602388@qq.com Support@zngogo.com help@luybagsonline.shop
5	buyqualitybags.com	topbagshub@gmail.com contact@topqualitybags.com 79886689@qq.com keithgrainger90@outlook.com
5	topqualitybags.com	topbagshub@gmail.com contact@topqualitybags.com Usamamanzoorstripe@gmail.com
6	byaneity.com	service@unigave.com service@byaneity.com
7	casebig.com	favocase@gmail.com sales@Casebig.com
8	casefeely.com	support@casefeely.com
9	caseshunter.com	admin@caseshunter.com
10	cinderellastores.com	info@cinderellastores.com cinderellastorenz@gmail.com
11	crozus.com	support@crozus.com
12	designermusthave.com	designermusthave.com/index.php/contact-us-2
13	qkkbag.shop	support@qkkbag.shop lagreen511@gmail.com sales@qkkbag.shop
13	qnkbag.shop	support@qnkbag.shop

		lagreen511@gmail.com sales@qnkbag.shop
13	whwlbag.shop	support@whwlbag.shop cntopshoes@gmail.com sales@whwlbag.shop
13	wmtbag.shop	support@wmtbag.shop alexissaveryprpews@gmail.com cntopshoes@gmail.com sales@wmtbag.shop
13	wshubag.shop	support@wshubag.shop worldsroderickthyiqrh@gmail.com sales@wshubag.shop asd763881227@163.com
13	xknbag.shop	support@xknbag.shop cntopshoes@gmail.com sales@xknbag.shop
14	gorchic.com	service@gorchic.com
14	gorchic.us	service@gorchic.com
		service@gorchic.com service@gorchic.net lindashuai1995@gmail.com
15	high-endbags01.com	xxx@163.com cong_0617@qq.com
16	jojokkrelicas.com	support@jojokkrelicas.net wufugen1115@163.com
17	karanfrank.ru	karanfrankk@outlook.com 2315162318@qq.com
18	luxeebag.com	support@luxeebag.com
19	luxuryoubag.com	contact@luxuryoubag.com
20	mafoi.shop	customers@mafoi.shop clients@mafoi.shop segadiarrah@gmail.com
21	merchprintz.com	support@merchprintz.com
22	peesty.com	sale@temafes.biz support@temafes.net
22	temaap.com	support@temaap.com support@fasbags.shop
22	temafes.us	sale@temafes.biz support@temafes.net
23	racastudio.com	hello@racastudio.com
24	tgey.top	Allison54321aa@outlook.com
25	theluxhouse.net	info@theluxhouse.net

		theluxhouse1@gmail.com davidruffinjr@yahoo.com
26	thetotetrove.myshopify.com	ameliaavaforyou@gmail.com store+79032254753@t.shopifyemail.com avasophiaforyou@gmail.com
27	vincyrep.ru	vincystore@hotmail.com
		admin@liomui.com
		liulinhai188@outlook.com
		vincystore@hotmail.com
28	viokshop.com	rongfeng-2022@outlook.com
		vincystore@hotmail.com
29	vittoriaparumbell.com	huixiang-2022@outlook.com
		besttopstores_service@outlook.com
		wuwupei@outlook.com
		vittoriaparumbell.com@gmail.com
		sales@vittoriaparumbell.com