

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:24-cv-23127-KMM

SHENZHEN DEJIAYUN NETWORK
TECHNOLOGY CO., LTD.,

Plaintiff,

v.

CHENXI LI,
d/b/a SPRING OCEAN INC.

Defendant.

ORDER

THIS CAUSE came before the Court upon Plaintiff Shenzhen Dejiayun Network Technology Co., Ltd.’s (“Plaintiff”) Motion for Electronic Service of Process Pursuant to Federal Rule of Civil Procedure 4(f)(3). (“Mot.”) (ECF No. 13). Therein, Plaintiff requests permission to serve process upon Defendant via electronic mail (“email”) and via website posting. *Id.* at 3.

I. BACKGROUND

On August 15, 2024, Plaintiff filed a Complaint against Defendant Chenxi Li, doing business as Spring Ocean Inc., (“Defendant”) alleging trademark counterfeiting and infringement and false designation of origin. *See generally* (“Compl.”) (ECF No. 1). Therein, Plaintiff asserts that Defendant misrepresented Spring Ocean as a Florida-based company by using the address of 13820 SW 82nd Ct., Palmetto Bay, Florida as company contact information on its online store. *Id.* ¶¶ 28-31. Plaintiff, however, alleges that the company name and address were used to conceal Defendant’s true identity. *Id.* ¶ 32. Now, Plaintiff seeks permission to serve Defendant via email and website posting. Mot. at 6.

II. LEGAL STANDARD

Pursuant to Federal Rule of Civil Procedure 4(f)(3), a district court may direct service at a place not within any judicial district of the United States by “other means not prohibited by international agreement, as the court orders.” Fed. R. Civ. P. 4(f)(3); *see also Chanel, Inc. v. Liu Zhixian*, Case No. 10-Civ-60585, 2010 WL 1740695, at *2 (S.D. Fla. Apr. 29, 2010). Thus, service under Rule 4(f)(3) is appropriate when alternative service is not prohibited by international agreement and is directed by the court. *See id.* If an international agreement does not preclude the means of services, “[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.” *Louis Vuitton Malletier, S.A. v. louis-vuittononlines.org*, No. 17-cv-61033, 2017 WL 10741870, at *1 (S.D. Fla. May 31, 2017) (citation omitted).

“[T]he decision to issue an order allowing service by alternate means lies solely within the discretion of the district court.” *Chanel, Inc. v. Huan Sheng Lin*, No. 08-23490-CIV, 2009 WL 1034627, at *1 (S.D. Fla. Apr. 16, 2009) (citing *Prewitt Enters., Inc. v. OPEC*, 353 F.3d 916, 921 (11th Cir. 2003)); *see also Rio Props., Inc. v. Rio Int’l. Interlink*, 284 F.3d 1007, 1018 (9th Cir. 2002) (“[W]e leave it to the discretion of the district court to balance the limitations of email service against its benefits in any particular case.”). Nonetheless, alternative methods of service must fulfill due process requirements. *Huan Sheng Lin*, 2009 WL 1034627, at *2. Constitutional due process requires only that service of process provide “notice 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.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950) (citations omitted).

III. DISCUSSION

Plaintiff proposes service of process on Defendant via email and website posting because Defendant operates via the Internet and relies on electronic communications via Walmart.com's messaging system to operate its business. Thus, the Court turns to whether service via email and website posting are (1) prohibited by international agreement, and (2) reasonably calculated to give notice to the Defendant.

A. The Proposed Methods of Alternative Service Are Not Prohibited by International Agreement

The Hague Convention on the Service Abroad of Extra-Judicial Documents in Civil and Commercial Matters (the "Hague Convention") is applicable here because Plaintiff has reasonable cause to suspect Defendant resides and/or operates in China, which is a signatory to the Convention. *See* Mot. at 11. As an initial matter, the Hague Convention does not explicitly prohibit service via email, messaging, or website posting. *See id.* at 11; *World Media All. Label, Inc. v. OOO "Izdatelstvo Jam,"* No. 20-CV-21626, 2020 WL 6781523, at *1 (S.D. Fla. June 4, 2020). Accordingly, the Court turns to whether China has objected to service via email or posting on a designated website.

"Where a signatory nation has not expressly objected" to alternative means of service, a court acting under Rule 4(f) may order such means. *Karsten Mfg. Corp. v. Store*, No. 18-61624-CIV, 2018 WL 8060707, at *1 (S.D. Fla. July 26, 2018). This Court has determined that an objection to Article 10 of the Hague Convention, *i.e.*, an objection to service through "postal channels," does not equate to an express objection to service via electronic mail. *See Stat Med. Devices, Inc. v. HTL-Strefa, Inc.*, No. 15-20590-CIV, 2015 WL 5320947, at *3 (S.D. Fla. Sept. 14, 2015). Accordingly, where, as here, a signatory nation has objection to alternative service methods provided for in Article 10, that objection is expressly limited to those means in Article 10 and does

not represent an objection to other forms of service, such as email, social media or other electronic messaging, or website posting. *Id.*

Here, the proposed forms of alternative service are not prohibited by the Hague Convention. Further, China has not expressly objected to the proposed forms of service. Accordingly, the Court finds that service via email, messaging, or posting on a designated website are not prohibited by international agreement and authorizes Plaintiff to serve Defendant via the requested methods.

B. Service on Defendant by Email and Website Posting Comports with Due Process Requirements

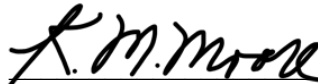
Courts in this District have authorized service via email and website posting pursuant to Rule 4(f)(3). *See, e.g., Louis Vuitton Malletier v. aaalvshop.com*, 2019 WL 7911372, at *2 (S.D. Fla. Aug. 13, 2019) (authorizing service via email and website publication where plaintiff attempted service by other means and plaintiffs provided evidence that defendants conducted business over the internet, used email regularly in their businesses, and that defendants could likely be reached at the publicly identified email addresses); *CFTC v. Aliaga*, 272 F.R.D. 617, 620–21 (S.D. Fla. 2011) (authorizing service via email and local counsel where plaintiff attempted service by other means and confirmed defendant’s email address). Specifically, Courts have allowed service by email where it is the “most likely method to reach defendants.” *Liu Zhixian*, 2010 WL 1740695, at *3 (collecting cases).

Plaintiff proposes service of Defendant by e-mail and/or electronic publication. The Court finds that Plaintiff has sufficiently shown that email service to the Defendant and the Defendant’s attorneys, via the email address and website posting, are reasonably calculated to provide adequate notice and is the most likely means of communication to reach Defendant.

IV. CONCLUSION

UPON CONSIDERATION of the Motion, this Court finds that service on Defendant through email delivery and posting on a designated website is appropriate. For the foregoing reasons, it is hereby ORDERED AND ADJUDGED that Plaintiff's Motion for Order Authorizing Alternate Service of Process on Defendant Pursuant to Federal Rule of Civil Procedure 4(f)(3) (ECF No. 13) is GRANTED. It is further ORDERED AND ADJUDGED that Plaintiff shall serve the Summons, Complaint, and all other future filings in this matter (1) via email service to the Defendant and Defendant's attorneys, as well as (2) provide a link to the designated posting website in the email service.

DONE AND ORDERED in Chambers at Miami, Florida, this 19th day of November 2024.



K. MICHAEL MOORE
UNITED STATES DISTRICT JUDGE

c: All counsel of record