

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

Cheung Ching Tsoi,	)	
	)	
Plaintiff,	)	Case No. 2:26-cv-00357
	)	
v.	)	Mag. Judge John E Martin
	)	
The Partnerships and Unincorporated	)	
Associations Identified on Schedule A,	)	
Defendants	)	

**Memorandum of Law in support of Plaintiff's Motion for Electronic Service of Process
Pursuant to Fed. R. Civ. P. 4(f)(3)**

NOW COMES Cheung Ching Tsoi (“Plaintiff”), by and through its undersigned counsel, and pursuant to Federal Rule of Civil Procedure 4(f)(3) requests this Court’s authorization to serve process by electronically publishing a link to the Complaint, the Temporary Restraining Order, and other relevant documents on a website and by sending an e-mail, to the e-mail addresses identified and provided for Defendants by third parties, that includes a link to said website. Plaintiff submits that providing notice via electronic publication and e-mail in this way, along with any notice which Defendants will also receive from Amazon or Walmart and their respective payment processor(s), is reasonably calculated under all circumstances to best apprise the Defendants in this case of the pendency of the action and best afford them the opportunity to raise objections.

Electronic service is appropriate and necessary because Defendants in this case, on information and belief: (i) use incomplete and/or not readily verifiable physical address information in its registrations for the Defendant Internet Stores, in order to obfuscate their locations and avoid liability for their unlawful conduct; and (ii) rely almost exclusively on electronic communications to communicate with their third-party service providers and customers, demonstrating the reliability of this method of communication by which Defendant may be apprised of the pendency of this action. *See*, [Dkt. 7 ¶ 11].

Amazon and other e-commerce storefront accounts are very often sold or transferred from the identified registered party to a second party who is not identified in the account information. Id. at ¶ 12. Authorizing service of process via e-mail and electronic publication will benefit all parties and the Court by ensuring that Defendants receive the most-prompt notice of this action, thus allowing this action to move forward expeditiously. Absent the ability to serve Defendants in this manner, Plaintiff will almost certainly be denied final judgment.

Defendants accepting Amazon Pay, PayPal, and other payment processor accounts must provide a valid e-mail address to customers for completing payment. *See, Id.*, at ¶ 10. It is necessary for merchants, such as Defendants, who operate their Defendant Online Stores entirely online, to visit their Defendant Online Stores to ensure they are functioning and to communicate with customers electronically including, necessarily, via email.

As such, it is far more likely that Defendants can be served electronically than through physical or other traditional service of process methods. Defendants must invariably provide an e-mail address to third-party online marketplace platforms such as Amazon when registering their account. Id., at ¶ 12. Moreover, unlike an e-mail address, which is typically verified by the third-party online marketplace platforms, no verification typically occurs for physical addresses which the registrant may provide. Id. Because an e-commerce store operator can input any physical address, and because on information and belief many items are dropshipped from third-parties and not originating from Defendants themselves, such addresses are very often false and/or are not where the e-commerce store operator is located, including because product returns are not a consideration. Id. As such, even if a physical address is available, it is not a reliable means for identifying and locating Defendants. Id.

Federal Rules allow this Court to authorize service of process by any means not prohibited by international agreement as the Court directs. Fed. R. Civ. P. 4(f)(3); Gianni Versace, S.P.A. v.

Yong Peng, et al., No. 18-cv-5385 (N.D. Ill. Feb. 27, 2019), *citing*, Rio Props., Inc. v. Rio Int'l Interlink, 284 F.3d 1007, 1014 (9th Cir. 2002). The Ninth Circuit in Rio Properties held, “without hesitation,” that e-mail service of an online business defendant “was constitutionally acceptable.” Id., at 1017. The Court reached this conclusion, in part, because the defendant conducted its business over the Internet, used e-mail regularly in its business, and encouraged parties to contact it via e-mail. Id.

A number of Courts, including the Northern District of Illinois, have held that alternate forms of service pursuant to Rule 4(f)(3), including e-mail service, are appropriate and may be the only means of effecting service of process “when faced with an international e-business scofflaw.” Id. at 1018; Fairly Odd Treasures, LLC v. Partnerships & Unincorporated Associations Identified on Schedule “A”, 2020 WL 8093511 at *1 (N.D. Ill. Oct. 28, 2020) (noting that service by email on e-commerce defendant “accomplished what it intended to do: to apprise [defendants] of the pendency of this action.”); Ouyeinc Ltd. v. Alucy, 2021 WL 2633317 at *3 (N.D. Ill. June 25, 2021) (“courts have routinely upheld service by email” in infringement actions where online stores’ “business appeared to be conducted entirely through electronic communications”) (cleaned up); *See also*, Deckers Outdoor Corp. v. The P’ships and Unincorporated Assocs. Identified on Schedule “A”, No. 15-cv-3249 (N.D. Ill. April 21, 2015) (unpublished) (order granting Ex Parte Motion for Temporary Restraining Order, which included permission to serve electronically).

Rule 4 does not require that a party attempt service of process by other methods enumerated in Rule 4(f) before petitioning the court for alternative relief under Rule 4(f)(3). Rio Properties, 284 F.3d at 1014-15. As the Rio Properties Court explained, Rule 4(f) does not create a hierarchy of preferred methods of service of process. Id., at 1014. To the contrary, the plain language of the Rule requires only that service be directed by the court and not be prohibited by international agreement. There are no other limitations or requirements. Id. Alternative service under Rule

4(f)(3) is neither a “last resort” nor “extraordinary relief,” but is rather one means among several by which an international defendant may be served. *Id.* Likewise, Courts have confirmed that the Hague Convention does not displace Rule 4(f)(3). *See, Nagravision SA v. Gotech Int’l Tech. Ltd.*, 882 F.3d 494, 498 (5th Cir. 2018) (“Overlooking Rule 4(f)(3) entirely, Gotech argues that the service did not comply with the Hague Convention and Rule 4(f)(1). This argument misses the mark because service was not effected pursuant to the Hague Convention, and that agreement does not displace Rule 4(f)(3).”).

The People’s Republic of China is a signatory to the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (the “Hague Convention”). [Dkt. 7 ¶ 13]. 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.” *Id.*

Plaintiff has been reasonably diligent with its investigation into the addresses of the Defendants and determined that either no address information was provided for them at all by the platforms or that the as-provided address information was not readily verifiable. [Dkt. 7 ¶ 11]. *See, Union Imagination Tech. Co. Ltd. v. Doe*, 1:26-cv-05537 Dkt. 18 (ND. Ill. July 8, 2026) (J. Tharp), *citing, Kangol LLC v. Hangzhou Chuanyue Silk Import & Export Co.*, 177 F.4th 793, 799 (7th Cir. 2026). For example, Plaintiff has presented evidence supported by declaration showing that they attempted to locate Defendants’ address displayed on Defendants’ e-commerce stores using both Google Maps and Baidu Maps, the primary mapping service in China, and presented evidence that neither Google or Baidu Maps returned a result for the address listed on Defendant’s Amazon storefront. [Dkt. 7 at ¶ 11, Exhibit 6]. Defendants have failed to maintain complete and accurate contact information insofar as both Google Maps and Baidu Maps return ambiguous or negative results for address lookups, and such efforts have been deemed to be “reasonable diligent” for showing that an address is not known such that the Hague Convention does not apply. *See,*

Hallmark Licensing LLC v. The P'ships, et al., No. 24-cv-00112 (N.D. Ill. Mar. 31, 2025) (ECF No. 70 at 2-3) (Bucklo, J.) (unpublished) (“Plaintiff offered evidence of its reasonably diligent efforts to ascertain defendant’s address – including by using the very search engine (‘Baidu’) that defendants argue is used in China - and was unable to confirm it.”); Union Imagination Tech. Co. Ltd. v. Doe, No. 26-cv-05537 (N.D. Ill. July 8, 2026) (ECF Nos. 17 and 18) (Tharp, J.) (finding that plaintiff made “reasonably diligent efforts to ascertain and verify [the] defendant’s mailing address” by searching for defendant’s address listed on their Amazon storefront on both Google and Baidu Maps, and finding that the Hague Convention did not apply to defendant because both Google and Baidu Maps both returned ambiguous or negative results for the address); *See also*, Piechowicz v. Partnerships & Unincorporated Associations Identified in Schedule A, 2024 WL 4277044 at *1 (S.D.N.Y. Sept. 24, 2024) (finding that the plaintiff conducted reasonable diligence where “[p]laintiff has submitted a declaration indicating that her attorney attempted to discover a physical address for service of each Defendant located in China by researching the address listed on the Amazon storefront of each Defendant; searching for the address on multiple search engines, including a Chinese service; and searching for potential other addresses of each Defendant on multiple search engines.”); Orient Plus Int’l Ltd. v. Baosheng Media Grp. Holdings Ltd., 2024 WL 2317715 at *3-4 (S.D.N.Y., May 22, 2024) (Holding that Plaintiffs exercised reasonable diligence in locating Defendants by searching publicly available records on Google, Baidu, and The PRC Ministry of Public Security’s database; and reviewing Defendants’ filings for identifying information and tailoring their online searches accordingly.). Accordingly, since Defendants’ addresses could not be ascertained or verified despite Plaintiff’s “reasonably diligent” efforts to locate them, Defendants’ addresses are unknown and the Hague Convention does not apply.

Further, the Hague Convention does not, in isolation, preclude service by e-mail. [Dkt. 7 ¶ 13]; *See e.g.*, Cheng USA, Inc. v. Kunshan Jinhui New Energy Tech. Co., Ltd., 2025 WL 4716294 at

*3 (N.D. Ind. Oct. 23, 2025) (“Email service is not prohibited by an international agreement. In fact, email service has repeatedly been held by courts of the Seventh Circuit to be an acceptable form of service for international individuals in China.”); Lexmark Int’l, Inc. v. Ink Techs. Printer Supplies, LLC, 295 F.R.D. 259, 261 (S.D. Ohio 2013) (“[v]arious courts have agreed that service by email is not prohibited by the Hague Convention”); Facebook, Inc. v. Banana Ads, LLC, 2012 WL 1038752, at *3 (N.D. Cal. Mar. 27, 2012) (citing cases where courts held that service by e-mail did not violate the Hague Convention as to foreign defendants, including in China).

Court-directed electronic service pursuant to Rule 4(f)(3) is appropriate in this case where “there is a need for speed that cannot be met by following the Hague Convention methods...” because of the injunctive relief sought by Plaintiff, even if the Hague Convention did apply. Strabala, *citing*, 4B Fed. Prac. & Proc. Civ. § 1134 (4th ed.). Accordingly, because the Hague Convention does not apply and because authorizing service of process via e-mail and electronic publication will benefit all parties and the Court by ensuring that Defendants receive the most-prompt notice of this action, Plaintiff respectfully requests this Court’s permission to serve Defendants via e-mail and electronic publication.

Dated: August 12, 2026

Respectfully submitted,

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