

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LOGARO LLC,

Plaintiff,

v.

BAMBOOHART, et al.,

Defendants.

Case No. 1:26-cv-03620-JPB

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

NOW COMES Logaro LLC ("Plaintiff") and hereby moves for entry of an order authorizing service of process on Defendants by electronic means pursuant to Rule 4(f)(3) of the Federal Rules of Civil Procedure. In support of this Motion, Plaintiff submits the accompanying Memorandum of Law and Declaration of Adam E. Urbanczyk filed concurrently herewith. A proposed Order is also submitted with this Motion.

Dated: July 1, 2026

Respectfully submitted,

/s/Adam E. Urbanczyk
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**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 Logaro LLC (“Plaintiff”), by and through his 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 Motion for Expedited Discovery, 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 Walmart and any related payment processors, is reasonably calculated under all circumstances to best apprise the Defendants in this case of the pendency of the action and afford them the best opportunity to present their objections.

Electronic service is appropriate and necessary because these Defendants in this case, on information and belief: (i) have provided no contact whatsoever, or incomplete and/or not readily verifiable physical address information in their 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 Defendants may be apprised of the pendency of this action. *See*, Declaration of Adam E. Urbanczyk at ¶ 10-12. Moreover, 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 ¶ 11. 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 left without the ability to pursue a final judgment.

Defendants accepting credit cards, PayPal, and other payment processor accounts must provide a valid e-mail address to customers for completing payment. *See*, Urbanczyk Decl. 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, and particularly active sellers generally, must invariably provide an e-mail address to third-party online marketplace platforms such as Temu, Amazon, Walmart, and eBay when registering their accounts. *Id.* At ¶ 3; *See also*, 15 U.S.C. § 45f.

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 drop-shipped from third-parties and not originating from the 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. As such, even if a physical address is available, it is not a reliable or optimal 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); *See, Brookshire Bros., Ltd. v. Chiquita Brands Int'l*, 2007 WL 1577771, at *2 (S.D. Fla. 2007) (denying motion to quash where the Court previously granted

motion to serve by alternative means); 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. 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.

Such international e-business scofflaws we have here. 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. 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. Indeed, given the paucity of physical contact information even obtained from the platforms, service of process via China’s central authority would not be plausible. The Hague Convention does not apply here, anyway, and United States District

Courts, including Courts in this District, routinely permit alternative service of process notwithstanding the Hague Convention’s requirements. *See e.g., Gianni Versace, S.P.A. v. Yong Peng, et al.*, No. 18-cv-5385 (N.D. Ill. Feb. 27, 2019) (“Nor must Versace attempt service by contacting the Chinese Ministry of Justice, as suggested by [defendant]. The plain language of Rule 4 requires only that service be made as directed by the court and not prohibited by international agreement.”).

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”). Urbanczyk Decl. at ¶ 12-13. 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.* United States District Courts, including Courts in this District, routinely permit alternative service of process notwithstanding the Hague Convention. The U.S. Bankruptcy Court for the Northern District of Georgia was one of the first federal courts in the country to authorize service of process by electronic mail. *In re Int’l Telemedia Associates, Inc.*, 245 B.R. 713 (Bankr. N.D. Ga. 2000). In doing so, the Court emphasized the reliability of using the defendant’s preferred channels of communication:

If any methods of communication can be reasonably calculated to provide a defendant with real notice, surely those communication channels utilized

and preferred by the defendant himself must be among them. . . A defendant should not be allowed to evade service by confining himself to modern technological methods of communication not specifically mentioned in the Federal Rules. Rule 4(f)(3) appears to be designed to prevent such gamesmanship by a party.

In re Int'l Telemedia, 245 B.R. at 721. Many courts since the Telemedia decision have followed suit and approved of service by electronic means, including e-mail, website publication, and online social media platforms such as Facebook and Twitter. *See, e.g., Rio Props.*, 284 F.3d 1007, 1017 (9th Cir. 2002) (holding “without hesitation” that e-mail service of a foreign online business defendant is constitutional); National Association for Stock Car Auto Racing, Inc. v. Does, 584 F. Supp. 2d 824, 826 (W.D.N.C. 2008) (authorizing service by publication on plaintiff’s website.); Popular Enters., LLC v. Webcom Media Group, Inc., 225 F.R.D. 560, 562 (E.D. Tenn. 2004) (authorizing service by e-mail); U.S. v. Mohammad, 249 F. Supp.3d 450, 454 (D.D.C. 2017) (authorizing service by Facebook message and e-mail); St. Francis Assisi v. Kuwait Finance House, 2016 WL 5725002 (N.D. Cal. 2016) (authorizing service by Twitter).

The plain language of Rule 4 requires only that service be made as directed by the court and not prohibited by international agreement.”); In re Potash Antitrust Litig., 667 F. Supp. 2d 907, 930 (N.D. Ill. 2009) (“plaintiffs are not required to first attempt service through the Hague Convention.”); *see also*, Strabala v. Zhang, 318 F.R.D. 81, 114 (N.D. Ill. 2016) (authorizing alternative

service pursuant to Fed. R. Civ. P. 4(f)(3); Sulzer Mixpac AG v. Medenstar Indus. Co., 312 F.R.D. 329, 331-32 (S.D.N.Y. 2015) (same); In re LDK Solar Secs. Litig., 2008 WL 2415186, *2 (N.D. Cal. Jun. 12, 2008) (same); Williams-Sonoma Inc. v. Friendfinder Inc., 2007 WL 1140639, at *2 (N.D. Cal. Apr. 17, 2007) (same); Levi Strauss & Co., v. Zhejiang Weidu Garment Co., Ltd. et al., No. 16-cv-7824 (N.D. Ill. Nov. 17, 2016) (same); Nanya Tech. Corp. v. Fujitsu Ltd., 2007 WL 269087, *6 (D. Guam Jan. 26, 2007) (Hague Convention, to which Japan is a signatory, did not prohibit e-mail service upon Japanese defendant); Popular Enters., LLC v. Webcom Media Group, Inc., 225 F.R.D. 560, 562 (E.D. Tenn. 2004) (recognizing that, while “communication via e-mail and over the internet is comparatively new, such communication has been zealously embraced within the business community”). The Hague Convention does not itself preclude service by e-mail. Urbanczyk Decl. at ¶ 12-13; *See e.g.*, 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); *But See*, Kangol LLC v. Hangzhou Chuanyue Silk Imp. & Exp. Co., 2026 WL 1502198 (7th Cir.

May 29, 2026) (holding email service of process not permitted where Hague Convention applies)

Plaintiff's reasonable investigation shows that Defendants - ostensibly the owners of the Defendant Online Stores and who are obligated under the Amazon.com Business Solutions Agreement ("BSA")¹ and subordinate Funds Disbursement Eligibility Policy² to maintain complete and accurate account information - have apparently not maintained complete and accurate contact information insofar as both Google Maps and Baidu Maps return ambiguous or negative results for address lookups.

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.).

For the reasons set forth herein, Plaintiff respectfully requests this Court's permission to serve Defendants via e-mail and electronic publication.

Dated: July 1, 2026

¹ See, BSA § 1, P-4, available at <https://sellercentral.amazon.com/help/hub/reference/external/G1791?locale=en-US>

² Amazon Funds Disbursement Eligibility Policy, available at <https://sellercentral.amazon.com/help/hub/reference/external/G9RA9LYBJ3QP27M6>

Respectfully submitted,

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**[Proposed] Order Granting Plaintiff's Motion for Electronic Service of
Process Pursuant to Fed. R. Civ. P. 4(f)(3)**

THIS CAUSE has come before the Court on Plaintiff's Motion for Electronic Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) (the "Motion"). The Court, having considered the Motion and the arguments therein, finds as follows:

I. Applicable Legal Standards

Pursuant to Rule 4(h) of the Federal Rules of Civil Procedure, corporations may be served outside the United States in any manner prescribed by Rule 4(f) for serving an individual, except personal service. FED. R. CIV. P. 4(h)(2). Rule 4(f), in turn, provides that an individual outside the United States may be served:

- (1) by any internationally agreed means of service that is reasonably calculated to give notice, such as those authorized by the Hague

Convention on the Service Abroad of Judicial and Extrajudicial Documents;

- (2) if there is no internationally agreed means, or if an international agreement allows but does not specify other means, by a method that is reasonably calculated to give notice:
 - (A) as prescribed by the foreign country's law for service in that country in an action in its courts of general jurisdiction;
 - (B) as the foreign authority directs in response to a letter rogatory or letter of request; or
 - (C) unless prohibited by the foreign country's law, by:
 - [...] (ii) using any form of mail that the clerk addresses and sends to the individual and that requires a signed receipt; or
- (3) by other means not prohibited by international agreement, as the court orders.

A plaintiff is not required to serve a person or corporation outside of the United States pursuant to the provisions of the Hague Service Convention “where the address of the person to be served with the document is not known.” Hague Convention on Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters, Nov. 15, 1965, Art. 1, 20 U.S.T. 361, T.I.A.S. No. 6638, 658 U.N.T.S. 163.

Rule 4(f)(3) permits alternative methods of service so long as those methods are not prohibited by international agreement and are approved by the Court. Brookshire Bros., Ltd. v. Chiquita Brands Int’l, 2007 WL 1577771, at *2 (S.D. Fla. May 31, 2007); Rio Props. Inc., v. Rio Int’l Interlink, 284 F.3d 1007, 1014 (9th Cir.

2002). Additionally, any alternative method of service must comport with due process of law. Due process requires that persons whose property interests are at risk due to government action receive notice and an opportunity to be heard. Thomas v. United States, 681 Fed. Appx. 787, 790 (11th Cir. 2017). The notice must be “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.” Id., *citing*, Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950).

II. Findings of Fact and Conclusions of Law

Defendants are individuals, corporations, or associates located outside the United States, most likely in China. Defendants are engaged in the business of selling counterfeit and/or infringing goods through various e-commerce platforms, including Walmart (“Marketplaces”), including to customers in the United States. Each Defendant operates one or more seller aliases (the “Seller Aliases”) on one or more of these Marketplaces. Defendants are not confirmed to provide accurate physical addresses for their Seller Aliases, nor are accurate physical addresses readily available by reviewing the data provided by Defendants in their Seller Aliases. The primary means of communicating with Defendants is through e-mail.

Because Defendants' physical addresses are not known or readily ascertainable, Plaintiff is not required to serve Defendants pursuant to the Hague Service Convention. Additionally, consistent with the findings of numerous other courts, this Court finds that service on Defendants by e-mail is reasonably calculated under the circumstances to apprise Defendants of the pendency of this action and to afford them an opportunity to appear and be heard. In re Int'l Telemedia Associates, Inc., 245 B.R. 713 (Bankr. N.D. Ga. 2000); Rio Props., 284 F.3d at 1017; National Association for Stock Car Auto Racing, Inc. v. Does, 584 F. Supp.2d 824, 826 (W.D.N.C. 2008); Popular Enters., LLC v. Webcom Media Group, Inc., 225 F.R.D. 560, 562 (E.D. Tenn. 2004).

Accordingly, Plaintiff's Motion is hereby **GRANTED**, and the Court **ORDERS** as follows:

Plaintiff is authorized to provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing, service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website and the service documents as attachments to an e-mail address for each Defendant.

Dist. Judge J. P. Boulee