

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 17-24561-CIV-SCOLA

TAPESTRY, INC., and OTHERS,

Plaintiffs,

v.

2012COACHOUTLETS.COM,
and OTHERS,

Defendants.

**PLAINTIFFS' MOTION FOR ORDER
AUTHORIZING ALTERNATE SERVICE OF PROCESS**

Plaintiffs Tapestry, Inc., Coach IP Holdings LLC, Stuart Weitzman IP, LLC and Kate Spade LLC (collectively, "Plaintiffs"), move for an Order authorizing alternate service of process on Defendants, the Partnerships and Unincorporated Associations Identified on Schedule "A" attached hereto (collectively "Defendants"), pursuant to Federal Rule of Civil Procedure 4(f)(3). In support of this Motion, Plaintiffs' state:

INTRODUCTION

Plaintiffs' Complaint alleges trademark counterfeiting and infringement, cybersquatting, and common law trademark infringement claims against the Defendants. *See generally* Compl. [D.E. 1]. Defendants are promoting, advertising, offering for sale and selling goods bearing counterfeits of Plaintiffs' trademarks within this judicial district and throughout the United States, through various interactive Internet websites operating under their partnership and/or unincorporated association names (the "Subject Domain Names"). Compl., ¶¶ 7, 10.

ROSEMBERG LAW

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Pursuant to Federal Rule of Civil Procedure 4(f)(3), Plaintiffs seek an order authorizing service of process on Defendants via electronic mail (“e-mail”) and website publication. E-mail and publication service is necessary in this case because Defendants operate anonymously via the Internet using false physical address information in connection with their Subject Domain Names to conceal their location and to avoid liability for their unlawful conduct. Plaintiffs maintain the ability to provide the Defendants with notice of this lawsuit via e-mails to Defendants’ published e-mail addresses and through a website where Plaintiffs have posted copies of pleadings and other filings in this action. Defendants rely on electronic communications to operate their businesses. An order authorizing service of process and service of all subsequent pleadings and discovery, via e-mail and website publication will benefit all parties and the Court by ensuring Defendants receive immediate notice of this action and allowing this action to move forward expeditiously.

I. STATEMENT OF FACTS

A. Defendants and their Registrars Have Valid E-Mail Addresses

According to the regulations established by the Internet Corporation for Assigned Names and Numbers (“ICANN”), an individual or entity that registers a domain name is required to provide complete and accurate registration information for the domain name. *See* ICANN Uniform Domain Name Dispute Resolution Policy, ¶ 2, attached as Exhibit A to the Declaration of David Rosenberg (“Rosemberg Decl.”), attached hereto as Exhibit 1. In this case, Defendants have ignored the ICANN regulations and either secreted or provided false names, physical addresses and telephone numbers to their domain name registrars to avoid liability for their unlawful conduct. Rosemberg Decl., ¶¶ 6, 7, 8.

Defendants operate Internet-based businesses and use e-mail, including onsite contact forms, as a means of communicating with the public. Defendants can receive notice of this action electronically via e-mail through Defendants' e-mail addresses provided as part of the domain registration for the Subject Domain Names and their respective Internet websites, including onsite contact forms embedded directly in the Defendants' respective websites, when available.

As a practical matter, merchants that operate online businesses utilize e-mail to communicate with their customers. E-commerce merchants, including Defendants, use e-mail so that customers may contact the merchants to ask questions about the merchants' products, place orders from the merchants, and receive information from the merchants regarding the shipments of orders. Moreover, e-commerce merchants, like the Defendants in this case, generally must maintain accurate e-mail addresses where the domain registrar may communicate with them regarding issues related to the purchase, transfer, and maintenance of their domain name accounts.

Plaintiffs obtained the publicly available domain name registration records ("WHOIS" records) for each of the Subject Domain Names identifying the contact e-mail addresses Defendants provided their registrars. *See* Exhibit 3 attached to the Declaration of Karla Aspiras in Support of Plaintiffs' *Ex Parte* Application for Temporary Restraining Order and Preliminary Injunction, ¶ 20 [D.E. 5-2]. Additionally, Plaintiffs' counsel obtained the available e-mail addresses identified directly on Defendants' respective Internet websites, where available. *Rosemberg Decl.*, ¶ 3. Since entry of the Court's Temporary Restraining Order [D.E. 7], Plaintiffs' counsel has provided copies of additional filings via e-mail to the Defendants, using the e-mail addresses identified on Exhibit 3 to the Declaration of Karla Aspiras [D.E. 5-2], e-mail addresses obtained from Defendant's websites and third-party service providers pursuant to the Court's Order [D.E. 7], and onsite contact forms embedded on the Defendants' websites, where

available. As of the filing of the instant Motion, only 2 of the 60 email addresses (Defendant Nos. 49 and 60) were returned as “undeliverable,” thereby demonstrating that 58 of the e-mails and/or onsite forms embedded on the Defendants’ websites were delivered, and the e-mail addresses are valid and operational. Rosemberg Decl., ¶ 10;¹ See *Chanel, Inc. v. Zhixian*, Case No. 10-CV-60585-JIC, 2010 WL 1740695, at *3 (S.D. Fla. Apr. 29, 2010) (finding that e-mails sent to e-mail addresses supplied by Defendant to his domain name registrars that did not bounce back presumptively reached Defendant); Accord *Bottega Veneta Int’l S.A.R.L. v. Pan*, Case No.: 10-CV-62334, 2010 WL 8424472 at *2 (S.D. Fla. Dec. 9, 2010) (same). Importantly, Defendants can also be contacted via their prior designated Registrar’s email address.

Plaintiffs can also provide each Defendant notice of this action via public announcement on its publication website. Rosemberg Decl., ¶ 12. Plaintiffs have created a publication website appearing at the www.noticeoflawsuit1.com where copies of the Complaint, and all other pleadings, documents and orders issued in this action have been posted. *Id.* Plaintiffs notified Defendants of the injunctive relief entered in this action by serving copies of the Complaint, the Court’s Temporary Restraining Order, and other filings via e-mail to Defendants’ e-mail addresses identified in the registration data for the Subject Domain Names, as well as e-mail obtained from Defendants’ websites. See Plaintiff’s Notice of Compliance with Court Order and Certificate of Service [D.E. 10]. The address and a link to the publication website have been and will continue

¹ Plaintiffs have discovered through their own investigation that Defendant No. 28 (coachoutletonlineshop.com), who has received e-mail notice of this lawsuit, displays a mailing address (Brooklyn, New York) on its website that is identical to the physical address identified by ICANN’s records for Defendant No. 49 (nystyleshop.com), but whose e-mail was returned as “undeliverable.” Rosemberg Decl., ¶ 10. Plaintiffs believe that Defendants’ Nos. 28 and 49 are operated by the same foreign defendant located in China.

to be provided to Defendants via e-mail to Defendants' known e-mail addresses and will be included upon service of process in this matter Defendants. Rosenberg Decl., ¶ 12.

B. Defendants Rely on Electronic Communications

Defendants' Internet businesses are structured to allow customers to purchase counterfeit goods only through electronic means. Defendants appear to accept and confirm orders online and via e-mail. Rosenberg Decl., ¶ 2. Thus, Defendants rely on electronic means as a reliable form of contact.

III. ARGUMENT

Pursuant to Federal Rule of Civil Procedure 4(h)(2), a foreign partnership or other unincorporated association may be served with process in any manner prescribed by Rule 4(f) for service on foreign individuals. Federal Rule of Civil Procedure 4(f)(3) allows a district court to authorize an alternate method for service to be effected upon a foreign defendant, provided that it is not prohibited by international agreement and is reasonably calculated to give notice to the defendant. Here, alternate service of process via e-mail and website publication are appropriate given that Defendants have established Internet-based businesses by which they rely on electronic communications for their operation. Accordingly, this Court should permit service of Defendants by e-mail and website publication.

I. Service of Process Should Be Permitted by E-mail and Publication

Federal Rule of Civil Procedure 4(h)(2) authorizes a foreign entity to be served with process "in any manner prescribed by Rule 4(f)," including any manner ordered under Rule 4(f)(3). *U.S. Commodity Futures Trading Comm'n v. Aliaga*, 272 F.R.D. 617, 619 (S.D. Fla. 2011). A foreign partnership or other unincorporated association can therefore be served in the same manner as serving a foreign individual pursuant to Rule 4(f)(3). *Id.* The decision to issue an order allowing

an alternate means of service lies within the sole discretion of the District Court. *Prewitt Enters., Inc. v. The Org. of Petrol. Exporting Countries*, 353 F.3d 916, 921 (11th Cir. 2003); *Brookshire Bros. v. Chiquita Brands Int'l, Inc.*, No. 05-CV-21962-Cooke/Brown, 2007 WL 1577771, at *2 (S.D. Fla. May 31, 2007) (noting that “district courts have broad discretion under Rule 4(f)(3) to authorize other methods of service”).

Federal Rule of Civil Procedure 4(f)(3) allows alternative methods for service of process, so long as those methods are not prohibited by international agreement and are directed by the Court. *See Prewitt Enters., Inc.*, 353 F.3d at 923 (11th Cir. 2003). “[A]s long as court-directed and not prohibited by an international agreement, service of process ordered under Rule 4(f)(3) may be accomplished in contravention of the laws of the foreign country.” *Chanel, Inc. v. Zhixian*, No. 10-CV-60585, 2010 WL 1740695, at *2 (S.D. Fla. Apr. 29, 2010) (citations omitted). In addition, Rule 4 does not require a party attempt service of process by those methods enumerated under subsections (f)(1) and (f)(2), including by diplomatic channels and letters rogatory, before petitioning the court for alternative relief under subsection 4(f)(3). *See Rio Props. Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1015 (9th Cir. 2002).

Courts have allowed alternative service methods, including service by e-mail and website publication where a plaintiff demonstrates the likelihood that the proposed alternative method of service will notify a defendant of the pendency of the action. *See, e.g., Rio Props.*, 284 F.3d at 1017 (holding that e-mail service of an online business defendant “was constitutionally acceptable”); *In re Int’l Telemedia Assocs.*, 245 B.R. 713, 721 (N.D. Ga. 2000) (“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 included among them.”).

Here, service on Defendants by e-mail and website publication will satisfy due process by apprising Defendants of the action and giving them the opportunity to answer Plaintiffs' claims. Defendants operate their respective Subject Domain Names by concealing their actual physical location in a manner that violates the terms of their ICANN domain registration agreement and prohibits Plaintiffs from physically serving process on them. Defendants appear to have at least one electronic means of contact, demonstrating that this means of contact is not just effective, but the most reliable means of communicating with Defendants, and consequently, the most reliable means of providing Defendants with notice of this action. Moreover, service via publication will be an additional source of reliability as Defendants will be able to see copies of the Complaint and all other documents filed in this matter electronically via their Internet browser.

E-mail service on an online business defendant is appropriate and constitutionally acceptable in a case such as this when the plaintiff has proven that e-mail is the most effective means of providing the defendant notice of the action. *See Rio Properties*, 284 F.3d at 1017 (concluding "not only that service of process by e-mail was proper—that is, reasonably calculated to apprise [the defendant] of the pendency of the action and afford it an opportunity to respond—but in this case, it was the method of service most likely to reach [the defendant]."). *See also Popular Enters., LLC v. Webcom Media Group, Inc.*, 225 F.R.D. 560, 562 (E.D. Tenn. 2004) ("Under the facts and circumstances presented here, Rule 4(f)(3) clearly authorizes the court to direct service upon defendant by e-mail. The rule is expressly designed to provide courts with broad flexibility in tailoring methods of service to meet the needs of particularly difficult cases. Such flexibility necessarily includes the utilization of modern communication technologies to effect service when warranted by the facts.") (citation omitted).

Alternate forms of service pursuant to Rule 4(f)(3), such as e-mail service, are appropriate and may be the only means of effecting service of process “when faced with an international e-business scofflaw.” *Rio Properties*, 284 F.3d at 1018; see also *Chanel, Inc. v. Zhixian*, 2010 WL 1740695, at *3 (e-mail service “reasonably calculated to notify Defendants of the pendency of this action and provide him with an opportunity to present objections.”); see also *Luxottica Group S.p.A. v. The Individual, Partnership, or Unincorporated Association Identified on Schedule A*, Case: 17-CV-61471 (S.D. Fla., Aug. 8, 2017) (Order granting alternative service, inter alia, via e-mail); *Breitling U.S.A. Inc. v. 3C electronic*, Case 17-CV-60519 (S.D. Fla. April 6, 2017) (same); *Abercrombie & Fitch Trading Co. v. Becket Store*, Case No. 16-CV-62952-WPD (S.D. Fla. Jan. 27, 2017) (same). Plaintiffs believe that allowing e-mail service in the present case is appropriate and comports with constitutional notions of due process, particularly given Defendants’ decision to conduct their illegal businesses using the Internet and utilizing e-mail as a primary means of communication.

Additionally, service of a defendant via publication on a website has been deemed an appropriate means of service by publication. See *Luxottica Group S.p.A. v. The Individual, Partnership, or Unincorporated Association Identified on Schedule A*, Case: 17-CV-61471-BB (S.D. Fla. Aug. 8, 2017) (Order granting alternative service of process via e-mail and via website publication); *Chanel, Inc. v. Efanck*, Case No. 17-CV-61529-BB (S.D. Fla. Aug. 4, 2017) (same); *Louis Vuitton Malletier, S.A. v. 2015chinasale.com*, Case No 17-CV-60724-WPD (S.D. Fla. Apr. 20, 2017) (same); *Under Armour, Inc. v. 5Infljersey.com*, No. 13-CV-62809, 2014 WL 644755, at *1 (S.D. Fla. Feb. 19, 2014) (same).

Accordingly, as previously described, Plaintiffs have created a website appearing at www.noticeoflawsuit1.com where copies of the Complaint, pleadings, documents, and orders issued in this action have been posted. Rosemberg Decl. ¶ 12. The address and a link to the service website will be provided to each Defendant via their known e-mail accounts and will be included upon service of process in this matter. *Id.* Publication of the Summons, Complaint, and all subsequent pleadings, documents, and orders issued in this action will provide notice to Defendants sufficient to meet the due process requirements for service of process and notice pursuant to Federal Rule of Civil Procedure 4, apprise Defendants of the pendency of the action, and afford Defendants and any other interested parties an opportunity to present their objections.

II. E-mail and Publication Are Not Prohibited by International Agreement

Service via e-mail and website publication are not prohibited by international agreement. Based upon the data provided in connection with Defendants' domain name registration and Internet websites, Plaintiffs have good cause to suspect Defendants are all residing and operating from the People's Republic of China ("China") or other foreign countries. Rosemberg Decl., ¶ 9. Both China and the United States are signatories to The Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (the "Hague Service Convention"). Rosemberg Decl., ¶ 13, and Composite Exhibit "1" attached thereto, Hague Service Convention and list of signatory Members.) The Hague Service Convention does not preclude the Court from authorizing service of process via e-mail or website publication.

Alternative means of service, such as e-mail and publication, are not prohibited by The Hague Service Convention where a signatory nation has not expressly objected to means. *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 is limited to the forms of service expressly objected to); *Audemars Piguet Holding SA v. kkkwatch.com*, Case No. 17-CV-60517-BB (S.D. Fla. Apr. 5, 2017) (authorizing e-mail and website publication service, noting an objection to the alternative means of service provided by the Hague Convention “is expressly limited to those means and does not represent an objection to other forms of service, such e-mail or publication.”); *Breitling U.S.A. Inc. v. 3C electronic*, Case No. 17-CV-60519-UU (S.D. Fla. April 6, 2017) (same); *Abercrombie & Fitch Trading Co. v. becket store*, Case No. 16-CV-62952-WPD (S.D. Fla. Jan. 27, 2017) (same). Article 10 to The Hague Service Convention allows service of process through means other than a signatory’s Central Authority, such as “postal channels” and “judicial officers,” provided the State of destination does not object to those means. *See* Hague Convention, Art. 10, 20 U.S.T. 361 (1969). China has objected to the alternative means of service outlined in Article 10 of the Convention. Rosemberg Decl., ¶ 13. That objection, however, is specifically limited to the means of service enumerated in Article 10, and China has not expressly objected to service via e-mail or publication. Rosemberg Decl., ¶ 13.

Because the declarations to The Hague Convention filed by China do not object to e-mail and publication service, “a court acting under Rule 4(f)(3) remains free to order alternative means of service that are not specifically referenced in Article [10].” *Gurung v. Malhotra*, 279 F.R.D. 215, 219 (S.D.N.Y. 2011). Moreover, an objection to the alternative means of service provided in Article 10 does not represent a per se objection to other forms of service, such e-mail or publication. *See In re S. African Apartheid Litig.*, 643 F. Supp. 2d 423, 434, 437 (S.D.N.Y. 2009) (requiring express objection to alternative method of service by signatory nation to preclude that particular means of service). Consequently, China’s objection to the means of alternative service provided in Article 10 is not a bar to court-directed service and does not prevent this Court from

authorizing alternative service of process via e-mail or publication. *See Lexmark Int'l, Inc. v. Ink Techs. Printer Supplies, LLC*, 291 F.R.D. 172, 174 (S.D. Ohio 2013) (allowing service by e-mail; noting that both China and Germany are signatories to The Hague Convention); *Liberty Media Holdings, LLC v. Mar.*, No. 10-CV-1809, 2011 WL 197838, at *1 (S.D. Cal. Jan. 20, 2011) (allowing service by e-mail on Defendants located in the United Kingdom, Japan, the Netherlands, and Australia); *Title Trading Servs. USA, Inc. v. Kundu*, No. 14-CV-225-RJC-DCK, 2014 WL 4053571, at *2 (W.D.N.C. Aug. 15, 2014) (allowing service by e-mail on defendant located in India); *Blockbuster, LLC v. Grupo Mizbe, S.A.*, No. 13-62042-CIV-Dimitrouleas (Jan. 23, 2015), *Sua Sponte* Order Authorizing Alternate Service of Process on Defendant Pursuant to Federal Rule of Civil Procedure 4(f)(3) [D.E. 16] (allowing service by email on defendant located in Panama).

CONCLUSION

For the foregoing reasons, Plaintiffs Tapestry, Inc., Coach IP Holdings LLC, Stuart Weitzman IP, LLC and Kate Spade LLC respectfully request this Court enter an Order authorizing service of the Summons, Complaint, and all subsequent pleadings and discovery in this matter upon each Defendant in this action: (1) via e-mail to either the e-mail addresses provided by Defendants as part of the domain registration records for each of their respective domain names, including service via registrar, or directly on the Internet websites operating under each of their respective corresponding domain names, or (2) via publication by posting copies of the Complaint, Summonses, and all subsequent pleadings and discovery on Plaintiffs' website appearing at the at www.noticeoflawsuit1.com.

Respectfully submitted,

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Coach IP Holdings LLC, Stuart Weitzman
IP, LLC and Kate Spade, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 31, 2018, I electronically filed the foregoing document with the Clerk of Court using CM/ECF. I also certify a true and correct copy of the foregoing was served this 31st day of January, 2018, upon Defendants via electronic mail to the e-mail addresses provided by Defendants as part of their domain registration records for each of their respective domain names or on their websites, including onsite contact forms, or via e-mail to the current and prior registrar of record for each of their respective domain names, and via publication on Plaintiffs' Internet website at www.noticeoflawsuit1.com.

/s/ David B. Rosenberg
David B. Rosenberg

SCHEDULE "A"
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAME

| Defendant Number | Defendant / Domain Name | Email Address |
|-------------------------|-----------------------------------|-----------------------------------|
| 1 | 2012coachoutlets.com | Customerservicesconline@gmail.com |
| 2 | Cheapcoachoutlet.net | Quenn7024@gmail.com |
| 2 | Cheapercoacchoutlet.net | Quenn7024@gmail.com |
| 3 | Classicbagonline.com | Nancybriles1124@hotmail.com |
| 4 | Classicbagsell.com | Evavernell0121@hotmail.com |
| 5 | Classicbagsonlinesale.com | Janiceadams0119@hotmail.com |
| 6 | Coach--outlet-online.org | Juxianlu890298@163.com |
| 7 | Coach-factoryoutlet-online.us.com | Sld-admin@us.com |
| 8 | Coach-outlet-online.com | Madeinputian@hotmail.com |
| 9 | Coach-outlet.net | Madeinputian@hotmail.com |
| 10 | Coachbags-outlet2017.org | Gaifan337@163.com |
| 11 | Coachbags2017.com | gvafk581205@gmail.com |
| 12 | Coachbagsforcheap.com | Svsagspp8@gmail.com |
| 12 | Coachoutletonline2017.com | Claralongoria16@yahoo.com |
| 13 | Coachbagsell.com | Kimadkins0223@hotmail.com |
| 14 | Coachbagsofficialsite.net | Successjerry@hxmail.com |
| 15 | Coachbagsonclearance.com | Svsagspp8@gmail.com |
| 15 | Coachoutletonline2017.com | Claralongoria16@yahoo.com |
| 16 | Coachbagusoutlet.com/ | catherinemalandrinomr@gmail.com |
| 17 | Coachbagxen.com/ | customer@servicer365d.com |
| 18 | Coachblacksales.com | fashionstoreonlines@outlook.com |
| 19 | Coachcoachtaiwan.com | 2674580284@qq.com |
| 20 | Coachhandbagsshop.us.com/ | Sld-admin@us.com |

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|----|---|--|
| 21 | Coachoutlet-inc.net | Yangxianchengxn@163.com |
| 22 | Coachoutlet-site.com | Yudian382720@163.com |
| 23 | Coachoutletofficial.us.com | Sld-admin@us.com |
| 24 | Coachoutletonline-factory.us.com | Sld-admin@us.com |
| 25 | Coachbagsonsaleoutlet.com | Svsagspp8@gmail.com |
| 25 | Coachoutletonline2017.com/ | Claralongoria16@yahoo.com |
| 26 | Coachoutletonlinecoachfactoryoutlet.com | Sld-admin@us.com |
| 26 | Coach-factoryoutletclearance.us.com/ | Sld-admin@us.com |
| 27 | Coachoutletonlinestoresinc.com | Agrcc@fr-fr.in |
| 28 | Coachoutletonlineshop.com | customercareteam@onlinestoreforsales.com |
| 29 | Coachoutlets.us.org | Domains@centralnic.com |
| 30 | Coachoutletsale.net | Atwood0157@gmail.com |
| 30 | Cheapercoachoutlet.net | Quenn7024@gmail.com |
| 31 | Coachoutletsstore.net | 1176250464@qq.com |
| 32 | Coachoutletstoress.us.com | Sld-admin@us.com |
| 33 | Coachoverbags.com | Sixtradings2@hotmail.com |
| 34 | Coachsaleus.com | Lshy123456@163.com |
| 35 | Coachuscom.com | 1169152392@qq.com |
| 36 | Craftsbagdiscounts.com | Kathyrichey1209@hotmail.com |
| 37 | Craftsmanshipstore.com | Marejohnson1101@hotmail.com |
| 38 | Fashionbagsell.com | Rosenafus0213@hotmail.com |
| 39 | Hotbagsstore.com | Hotbagsstore.com@protecteddomainservices.com |
| 40 | Katespade-outlet.us.org | Domains@centralnic.com |
| 41 | Katespadeous.com | Customer@servicer365d.com |
| 42 | Katespadeoutletstore.us.org | Domains@centralnic.com |
| 43 | Katespadeoutletsus.com | Helponlineforsaleshop@outlook.com |

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|----|------------------------------------|------------------------------|
| 44 | Katespadeoutletuk.co.uk | selloutletstore@gmail.com |
| 45 | Katespadesen.com | Customer@servicer365d.com |
| 46 | Katespadewen.com | Customer@servicer365d.com |
| 47 | Katespadexen.com | Customer@servicer365d.com |
| 48 | Katespadexus.com | Customer@servicer365d.com |
| 49 | Nystyleshop.com | niginai@yahoo.com |
| 50 | Ofcoachoutlet.com | Sales.vogueelement@gmail.com |
| 51 | Online-coachbags.com | Atwood0157@gmail.com |
| 51 | Cheapercoacchoutlet.net | Quenn7024@gmail.com |
| 52 | Shangpin.com/women/brand/katespade | webadmin@shangpin.com |
| 53 | Shopcoach.us | WEBSITE FORM |
| 54 | Stuartweitzmanheels.com | Cqp4184013@yeah.net |
| 55 | Stuartweitzmanoutlet.store | Sarnie12780@outlook.com |
| 56 | Topclassicalshop.com | Reworyxkvnjr@yahoo.com |
| 57 | Topestcraft.com | Contact@privacyprotect.org |
| 58 | Topsclassicalart.com | Kimblqcpjjpte@yahoo.com |
| 59 | Vnline.com | Glockner1988@163.com |
| 60 | Zcoachoutlet.com | Zhengsunbaoxn@163.com |

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 17-24561-CIV-SCOLA

TAPESTRY, INC., and OTHERS,

Plaintiffs,

v.

2012COACHOUTLETS.COM,
and OTHERS,

Defendants.

**[PROPOSED] ORDER GRANTING MOTION TO
AUTHORIZE ALTERNATE SERVICE OF PROCESS**

THIS CAUSE is before the Court upon Plaintiffs Tapestry, Inc., Coach IP Holdings LLC, Stuart Weitzman IP, LLC and Kate Spade LLC (collectively, “Plaintiffs”) Motion for Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3), ECF No. [13] (the “Motion”). In its Complaint, Plaintiffs set forth claims against Defendants for (1) trademark counterfeiting and infringement, (2) cybersquatting, and (3) common law trademark infringement. *See* 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 carrying out these infringement activities through various fully interactive, commercial Internet websites and supporting domain names operating under their individual and/or business association names identified on Schedule “A” hereto (the “Subject Domain Names”).

Plaintiffs contend that Defendants operate via the Internet and utilize electronic means as reliable forms of contact. *See* ECF No. [13] at 3. According to Plaintiffs, they have good cause to believe that Defendants are all residents of China or other foreign jurisdictions. *Id.* at 9. Plaintiffs further contend that all but two of the Defendants have at least one operational e-mail, demonstrating that this means of contact is not just effective, but the most reliable means of communicating with Defendants. *Id.* at 2-4, 7-8.¹ Consequently, Plaintiff asserts that e-mail is the most reliable means of providing Defendants with notice of this action. *Id.* at 8.

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 and China are signatories to The Hague Convention on the Service Abroad of Extra-Judicial Documents in Civil and Commercial Matters (the “Hague Convention”), The Hague Convention does not specifically preclude e-mail and publication service. Where a signatory nation

¹ Although e-mails sent by Plaintiffs’ counsel to Defendants Nos. 49 (www.nystyleshop.com) and 60 (zcoachoutlet.com) were returned as “undeliverable”, Plaintiffs suggest they can contact these Defendants through e-mail to their prior designated Registrar of record. *See* ECF No. [13] at 4.

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 publication.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). Accordingly, service by e-mail or internet communication does not violate an international agreement.

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 (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.*, 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 publication. Accordingly, after careful review of the Motion, the evidence submitted in support of the Motion, and the applicable law,

² China has not expressly objected to service via e-mail or publication. See ECF No. [13-2]

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

1. Plaintiffs' Motion, **ECF No. [13]** is **GRANTED**.
2. Plaintiffs shall serve the Summonses, Complaint, and all filings in this matter upon Defendants via the e-mail addresses provided by each Defendant as part of the domain registration records for each of their respective domain names or on their websites, including by onsite contact forms, or via e-mail to the current and prior registrar of record for their respective domain names. *See* attached Schedule "A" which lists Defendants by Defendant number, Subject Domain Name, and associated e-mail.
3. Plaintiffs shall effectuate service of process on Defendants via publication by posting a copy of the Complaint and Summonses on the Internet website appearing at www.noticeoflawsuit1.com.

DONE AND ORDERED in Miami, Florida, this__ day of_, 2018.

Robert N. Scola, Jr.
United States District Judge

Copies to:
Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAME

| Defendant Number | Defendant / Domain Name | Email Address |
|-------------------------|-----------------------------------|-----------------------------------|
| 1 | 2012coachoutlets.com | Customerservicesconline@gmail.com |
| 2 | Cheapcoachoutlet.net | Quenn7024@gmail.com |
| 2 | Cheapercoacchoutlet.net | Quenn7024@gmail.com |
| 3 | Classicbagonline.com | Nancybriles1124@hotmail.com |
| 4 | Classicbagssell.com | Evavernell0121@hotmail.com |
| 5 | Classicbagsonlinesale.com | Janiceadams0119@hotmail.com |
| 6 | Coach--outlet-online.org | Juxianlu890298@163.com |
| 7 | Coach-factoryoutlet-online.us.com | Sld-admin@us.com |
| 8 | Coach-outlet-online.com | Madeinputian@hotmail.com |
| 9 | Coach-outlet.net | Madeinputian@hotmail.com |
| 10 | Coachbags-outlet2017.org | Gaifan337@163.com |
| 11 | Coachbags2017.com | gvafk581205@gmail.com |
| 12 | Coachbagsforcheap.com | Svsagspp8@gmail.com |
| 12 | Coachoutletonline2017.com | Claralongoria16@yahoo.com |
| 13 | Coachbagsell.com | Kimadkins0223@hotmail.com |
| 14 | Coachbagsofficialsite.net | Successjerry@hxmail.com |
| 15 | Coachbagsonclearance.com | Svsagspp8@gmail.com |
| 15 | Coachoutletonline2017.com | Claralongoria16@yahoo.com |
| 16 | Coachbagusoutlet.com/ | catherinemalandrinomr@gmail.com |
| 17 | Coachbagxen.com/ | customer@servicer365d.com |
| 18 | Coachblacksales.com | fashionstoreonlines@outlook.com |
| 19 | Coachcoachtaiwan.com | 2674580284@qq.com |
| 20 | Coachhandbagsshop.us.com/ | Sld-admin@us.com |

| | | |
|----|---|--|
| 21 | Coachoutlet-inc.net | Yangxianchengxn@163.com |
| 22 | Coachoutlet-site.com | Yudian382720@163.com |
| 23 | Coachoutletofficial.us.com | Sld-admin@us.com |
| 24 | Coachoutletonline-factory.us.com | Sld-admin@us.com |
| 25 | Coachbagsonsaleoutlet.com | Svsagspp8@gmail.com |
| 25 | Coachoutletonline2017.com/ | Claralongoria16@yahoo.com |
| 26 | Coachoutletonlinecoachfactoryoutlet.com | Sld-admin@us.com |
| 26 | Coach-factoryoutletclearance.us.com/ | Sld-admin@us.com |
| 27 | Coachoutletonlineestoresinc.com | Agrcc@fr-fr.in |
| 28 | Coachoutletonlineshop.com | customercareteam@onlinestoreforsales.com |
| 29 | Coachoutlets.us.org | Domains@centralnic.com |
| 30 | Coachoutletsale.net | Atwood0157@gmail.com |
| 30 | Cheapercoachoutlet.net | Quenn7024@gmail.com |
| 31 | Coachoutletsstore.net | 1176250464@qq.com |
| 32 | Coachoutletstoress.us.com | Sld-admin@us.com |
| 33 | Coachoverbags.com | Sixtradings2@hotmail.com |
| 34 | Coachsaleus.com | Lshy123456@163.com |
| 35 | Coachuscom.com | 1169152392@qq.com |
| 36 | Craftsbagdiscounts.com | Kathyrichey1209@hotmail.com |
| 37 | Craftsmanshipstore.com | Marejohnson1101@hotmail.com |
| 38 | Fashionbagsell.com | Rosenafus0213@hotmail.com |
| 39 | Hotbagsstore.com | Hotbagsstore.com@protecteddomainservices.com |
| 40 | Katespade-outlet.us.org | Domains@centralnic.com |
| 41 | Katespadeous.com | Customer@servicer365d.com |
| 42 | Katespadeoutletstore.us.org | Domains@centralnic.com |
| 43 | Katespadeoutletsus.com | Helponlineforsaleshop@outlook.com |
| 44 | Katespadeoutletuk.co.uk | selloutletstore@gmail.com |

| | | |
|----|------------------------------------|------------------------------|
| 45 | Katespadesen.com | Customer@servicer365d.com |
| 46 | Katespadewen.com | Customer@servicer365d.com |
| 47 | Katespadexen.com | Customer@servicer365d.com |
| 48 | Katespadexus.com | Customer@servicer365d.com |
| 49 | Nystyleshop.com | niginai@yahoo.com |
| 50 | Ofcoachoutlet.com | Sales.vogueelement@gmail.com |
| 51 | Online-coachbags.com | Atwood0157@gmail.com |
| 51 | Cheapercoacchoutlet.net | Quenn7024@gmail.com |
| 52 | Shangpin.com/women/brand/katespade | webadmin@shangpin.com |
| 53 | Shopcoach.us | WEBSITE FORM |
| 54 | Stuartweitzmanheels.com | Cqp4184013@yeah.net |
| 55 | Stuartweitzmanoutlet.store | Sarnie12780@outlook.com |
| 56 | Topclassicalshop.com | Reworyxkvnjr@yahoo.com |
| 57 | Topestcraft.com | Contact@privacyprotect.org |
| 58 | Topsclassicalart.com | Kimblqcpjjpte@yahoo.com |
| 59 | Vnhline.com | Glockner1988@163.com |
| 60 | Zcoachoutlet.com | Zhengsunbaoxn@163.com |

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 17-CIV-24561-RBS

TAPESTRY, INC., COACH IP HOLDINGS
LLC, STUART WEITZMAN IP, LLC, and
KATE SPADE LLC

Plaintiffs,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants.

DECLARATION OF DAVID B. ROSEMBERG

1. My name is David Rosemberg. I am an attorney duly authorized and licensed to practice law in the State of Florida, including the Southern District of Florida. I am counsel of record for Plaintiffs Tapestry, Inc., Coach IP Holdings LLC, Stuart Weitzman IP, LLC and Kate Spade LLC (hereinafter collectively referred to as "Plaintiffs"). The facts stated in this Declaration are within my personal knowledge.

2. Prior to filing this action, my firm accessed the commercial Internet websites and supporting domains identified on Schedule "A" (the "Subject Domain Names") attached to the Complaint [D.E. 1]. Based on my review of the Defendants' websites, I believe that the domain names and website content are intended to give consumers the false impression that they are authorized by Plaintiffs, and that they are selling products authorized by Plaintiff, when in fact they are not. In addition, Defendants appear to have structured their websites so that transactions are carried out electronically, by taking and confirming orders online as well via e-

mail. Defendants also communicate with customers via electronic means, including e-mail and onsite contact forms.

3. To identify the contact information for the registrants of the Defendant Domain Names, I reviewed the WHOIS searches on the Defendant Domain Names identified on Exhibit 3 to the Declaration of Karla Aspiras in Support of Plaintiffs' Application for Temporary Restraining Order and Preliminary Injunction [D.E. 5-2]. In addition, I researched additional contact information available for the Defendant Domain Names on the respective websites to which the Defendant Domain Names direct or resolve.

4. My office also accessed the Internet Corporation for the Assigned Names and Numbers ("ICANN") website at www.icann.org in order to download the ICANN Uniform Domain Name Dispute Resolution Policy. A true and correct copy of the ICANN's Uniform Domain Dispute Resolution Policy is attached as Exhibit A.

5. In addition, according to Section 3.7.7.1 of the Registrar Accreditation Agreement established by the Internet Corporation for Assigned Names and Numbers ("ICANN"), an individual or entity that registers a domain name is required to provide "accurate and reliable contact details and promptly correct and update them during the term of the . . . registration, including . . . postal address, e-mail address, voice telephone number . . ."

6. I have investigated the addresses and telephone numbers provided by Defendants to register their domain names, some of which are incomplete, misspelled, gobbledygook, or do not exist at all, and was unable to verify that any of these addresses is valid. Identical contact information among multiple domain names also suggests that many of the aliases used to register the Defendant Domain Names are used by the same individual or entity. Based on this

information, I believe that Defendants have registered their domains using false names and addresses.

7. For example, 20 of domain names identified on Schedule “A” of Plaintiffs’ Complaint [D.E. 1], appear to be registered to individuals located in the United States, including Defendant Nos.: 3 (classicbagonline.com); 4 (classicbagsell.com); 5 (classicbagsonlinesale.com); 11 (coachbags2017.com); 12 (coachbagsforcheap.com); 13 (coachbagsell.com); 15 (coachbagsonclearance.com); 23 (coachoutletonline.com2017.com); 28 (coachoutletonlineshop.com); 29 (coachoutlet.us.org); 35 (coachuscom.com); 36 (craftbagsdiscount.com); 37 (craftsmanshipstore.com); 38 (fashionbagsell.com); 39 (hotbagsstore.com); 40 (katespade-outlet.us.org); 42 (katespadeoutletstore.us.org); 49 (nystyleshop.com); 54 (stuartweitzmanheels.com); 57 (topestcraft.com).

8. I have personally contacted and/or attempted to contact the alleged U.S. registrants associated with the domain names identified in paragraph 7 above, and as a result, I have confirmed that the name of the registrant(s), address(es), and/or telephone number(s) provided by Defendants to register the Subject Domain Names are either false, incomplete, misspelled, or do not exist at all. In other words, Defendants appear to have registered the Subject Domain Names using false names, addresses and telephone numbers.

9. Based on my review of Defendants’ websites and WHOIS information, Plaintiffs believe that Defendants’ operations originate in China and other foreign countries. Although Plaintiffs’ are unable to determine Defendants’ exact location, Plaintiffs have good cause to believe Defendants are not residents of the United States.

10. I have sent e-mail communications to the Defendants, using the e-mail addresses identified on Exhibit 3 to the Declaration of Karla Aspiras [D.E. 5-2], as well as to e-mail addresses obtained from Defendant's websites and most recently, from third-parties pursuant to the Court's Order [D.E. 7]. E-mails to Defendant Nos.: 49 and 60 were returned as "undeliverable." Based on my review of Defendants' websites and WhoIs information, it appears that Defendant No.: 28 (coachoutletonlineshop.com) displays a mailing address (Brooklyn, New York) on its website that is identical to the physical address identified by ICANN's records for Defendant No. 49 (nystyleshop.com). It appears that Defendants' Nos. 28 and 49 are operated by the same foreign defendant.

11. Each Defendant will be provided with notice of this action electronically via e-mail to the e-mail addresses provided by Defendants as part of the domain registration data for each of the Subject Domain Names or on their respective websites operating thereunder, including onsite contact forms, or via e-mail to the prior Registrar of record for each of their respective domain names.

12. Plaintiffs will also notify Defendants on this action via website publication. Plaintiffs have created a publication website where copies of the Complaint, and all other pleadings, orders and documents on file in this action have been posted at www.noticeoflawsuit1.com, such that anyone accessing the website will find copies of all documents filed in this action. The address and a link to the publication website will be provided to Defendants via their known e-mail accounts and will be included upon service of process in this matter.

13. I reviewed The Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (“Hague Convention”), to which the United States and China are signatories.¹ China has declared that it opposes the service of documents in its territory by the alternative means of service outlined in Article 10 of the Convention, including service of process by postal channels. The Hague Convention, however, does not preclude service by e-mail, and the declarations to The Hague Convention filed by China do not expressly prohibit email service or publication. A true and correct copy of The Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil Matters and a list of the signatory Members are attached as Composite Exhibit 1.

I declare pursuant 28 U.S.C. § 1746 and under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on January 31, 2018.



David B. Rosenberg

¹ See Hague Service Convention, November 15, 1965, 20 U.S.T. 361, available at <https://www.hcch.net/en/instruments/conventions/full-text/?cid=17> (full text of Hague Convention); <https://www.hcch.net/en/instruments/conventions/status-table/?cid=17> (list of contracting states).

EXHIBIT A

[English \(/translations\)](#) [العربية \(/ar\)](#) [Español \(/es\)](#) [Français \(/fr\)](#)

[Русский \(/ru\)](#) [中文 \(/zh\)](#)

[Log In \(/users/sign_in\)](#) [Sign Up \(/users/sign_up\)](#)

Search ICANN.org



[GET STARTED \(/GET-STARTED\)](#)

[NEWS & MEDIA \(/NEWS\)](#)

[POLICY \(/POLICY\)](#)

[PUBLIC COMMENT \(/PUBLIC-COMMENTS\)](#)

[RESOURCES \(/RESOURCES\)](#)

[COMMUNITY \(/COMMUNITY\)](#)

[IANA STEWARDSHIP & ACCOUNTABILITY \(/STEWARDSHIP-ACCOUNTABILITY\)](#)

Resources

▶ [About ICANN \(Internet Corporation for Assigned Names and Numbers\) \(/resources/pages/welcome-2012-02-25-en\)](#)

▶ [Board \(/resources/pages/board-of-directors-2014-03-19-en\)](#)

▶ [Accountability \(/resources/accountability\)](#)

▶ [Governance \(/resources/pages/governance-2012-02-25-en\)](#)

▶ [Groups \(/resources/pages/groups-2012-02-06-en\)](#)

[Business \(/resources/pages/business\)](#)

[Civil Society \(/resources/pages/civil-society-2016-05-24-en\)](#)

▶ [Complaints Office \(/resources/pages/complaints-office-2017-04-26-en\)](#)

▶ [Contractual Compliance \(/resources/pages/compliance-2012-02-25-en\)](#)

▶ [Registrars \(/resources/pages/registrars-0d-2012-02-25-en\)](#)

▶ [Registry Operators \(/resources/pages/registries-46-2012-02-25-en\)](#)

▶ [Domain Name \(Domain Name\) Registrants \(/resources/pages/domain-name-registrants-2017-06-20-en\)](#)

[GDD Metrics \(/resources/pages/metrics-gdd-2015-01-30-en\)](#)

▶ [Identifier Systems Security \(Security – Security, Stability and Resiliency \(SSR\)\), Stability \(Security, Stability and Resiliency\) and](#)

Uniform Domain Name (Domain Name) Dispute Resolution Policy

This page is available in:

English | [العربية \(http://www.icann.org/resources/pages/policy-2012-02-25-ar\)](#) | [Deutsch \(http://www.icann.org/resources/pages/policy-2012-02-25-de\)](#) | [Español \(http://www.icann.org/resources/pages/policy-2012-02-25-es\)](#) | [Français \(http://www.icann.org/resources/pages/policy-2012-02-25-fr\)](#) | [Italiano \(http://www.icann.org/resources/pages/policy-2012-02-25-it\)](#) | [日本語 \(http://www.icann.org/resources/pages/policy-2012-02-25-ja\)](#) | [한국어 \(http://www.icann.org/resources/pages/policy-2012-02-25-ko\)](#) | [Português \(http://www.icann.org/resources/pages/policy-2012-02-25-pt\)](#) | [Русский \(http://www.icann.org/resources/pages/policy-2012-02-25-ru\)](#) | [中文 \(http://www.icann.org/resources/pages/policy-2012-02-25-zh\)](#)

Policy Adopted: August 26, 1999

Implementation Documents Approved: October 24, 1999

Notes:

1. This policy is now in effect. See www.icann.org/udrp/udrp-schedule.htm ([udrp/udrp-schedule.htm](#)) for the implementation schedule.

2. This policy has been adopted by all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars. It has also been adopted by certain managers of country-code top-level domains (e.g., .nu, .tv, .ws).

3. The policy is between the registrar (or other registration authority in the case of a country-code top-level domain) and its customer (the domain-name holder or registrant). Thus, the policy uses "we" and "our" to refer to the registrar and it uses "you" and "your" to refer to the domain-name holder.

Uniform Domain Name (Domain Name) Dispute Resolution Policy

(As Approved by [ICANN \(Internet Corporation for Assigned Names and Numbers\)](#) on October 24, 1999)

1. Purpose. This Uniform Domain Name (Domain Name) Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN (Internet Corporation for Assigned Names and Numbers)"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name (Domain Name) Dispute Resolution Policy (the "Rules of Procedure"), which are available at <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en> ([/resources/pages/udrp-rules-2015-03-11-en](#)), and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

Resiliency (Security Stability & Resiliency (SSR)) (OCTO IS-SSR) (/resources/pages/octo-ssr-2016-10-10-en)

▶ ccTLDs (/resources/pages/cclds-21-2012-02-25-en)

▶ Internationalized Domain Names (/resources/pages/idn-2012-02-25-en)

Universal Acceptance Initiative (/resources/pages/universal-acceptance-2012-02-25-en)

▶ Policy (/resources/pages/policy-01-2012-02-25-en)

▶ Public Comment (/public-comments)

Root Zone (Root Zone) KSK Rollover (/resources/pages/ksk-rollover-2016-05-06-en)

▶ Technical Functions (/resources/pages/technical-functions-2015-10-15-en)

▶ Contact (/contact)

▼ Help (/resources/pages/help-2012-02-03-en)

Dispute Resolution (/resources/pages/dispute-resolution-2012-02-25-en)

▼ Domain Name (Domain Name) Dispute Resolution (/resources/pages/dndr-2012-02-25-en)

▶ Charter Eligibility Dispute Resolution Policy (/resources/pages/cedrp-2012-02-25-en)

▶ Eligibility Requirements Dispute Resolution Policy (/resources/pages/erdrp-2012-02-25-en)

▶ Intellectual Property Defensive Registration Challenge Policy (/resources/pages/ipdrcp-2012-02-25-en)

▶ Qualification Challenge Policy (/resources/pages/proqcp-2012-02-25-en)

▶ Restrictions Dispute Resolution Policy (/resources/pages/rdrp-2012-02-25-en)

▶ Transfer Dispute Resolution Policy (/resources/pages/tdrp-2016-06-01-en)

a. subject to the provisions of [Paragraph 8](#), our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN (Internet Corporation for Assigned Names and Numbers). (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/en/dndr/udrp/approved-providers.htm ([/en/dndr/udrp/approved-providers.htm](http://en/dndr/udrp/approved-providers.htm)) (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of [Paragraph 4\(a\)\(iii\)](#), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or
- (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or
- (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name (Domain Name) in Responding to a Complaint. When you receive a complaint, you should refer to [Paragraph 5](#) ([/resources/pages/udrp-rules-2015-03-11-en#5](http://resources/pages/udrp-rules-2015-03-11-en#5)) of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of [Paragraph 4\(a\)\(ii\)](#):

- (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

Uniform Domain Name
(Domain Name)
Dispute Resolution
Policy
(/resources/pages/udrp-
2012-02-25-en)

Policy Document
(/resources/pages/policy-
2012-02-25-en)

Providers
(/resources/pages/providers-
6d-2012-02-25-en)

Provider Approval
Process
(/resources/pages/provider-
approval-process-
2012-02-25-en)

Rules
(/resources/pages/rules-
be-2012-02-25-en)

Principal Documents
(/resources/pages/principal-
2012-02-25-en)

Proceedings
(/resources/pages/proceedings-
2012-02-25-en)

Historical
Documents
(/resources/pages/historical-
2f-2012-02-25-en)

Timeline
(/resources/pages/schedule-
2012-02-25-en)

► Name Collision
(/resources/pages/name-
collision-2013-12-06-en)

Registrar Problems
(/news/announcement-
2007-03-06-en)

Whois Data Correction
(/resources/pages/dispute-
resolution-2012-02-25-en)

Independent Review
Process
(/resources/pages/irp-
questions-2010-06-19-en)

Request for
Reconsideration
(/resources/pages/reconsideration-
2012-02-25-en)

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN (Internet Corporation for Assigned Names and Numbers) by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in [Paragraph 4\(f\)](#).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN (Internet Corporation for Assigned Names and Numbers).

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(b\)\(iv\)](#) ([/resources/pages/udrp-rules-2015-03-11-en#5biv](#)) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in [Paragraph 4](#) shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under [Paragraph 3\(b\)\(xiii\)](#) ([/resources/pages/udrp-rules-2015-03-11-en#3bxiii](#)) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See [Paragraphs 1](#) ([/resources/pages/udrp-rules-2015-03-11-en#1mutualjurisdiction](#)) and [3\(b\)\(xiii\)](#) ([/resources/pages/udrp-rules-2015-03-11-en#3bxiii](#)) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of [Paragraph 4](#) shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such

proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in [Paragraph 3](#) above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name (Domain Name) to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN (Internet Corporation for Assigned Names and Numbers). We will post our revised Policy at <[URL \(Uniform Resource Locator\)](#)> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration



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[RSS Feeds \(/en/news/rss\)](https://en/news/rss/)

(<https://en/news/rss/>)



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(<https://community.icann.org>)



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| Learning (/en/about/learning) | Global Support (/resources/pages/customer-support-2015-06-22-en) | Mechanisms (/en/news/in-focus/accountability/mechanisms) | Agreements (/en/about/agreements) | Domain Name Dispute Resolution (/en/help/dndr) |
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COMPOSITE EXHIBIT 1

FULL TEXT

14: Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Entry into force: 10-II-1969



Text of the Convention in PDF



Outline of the Convention

(In the relations between the Contracting States, this Convention replaces the first chapter of the Convention on civil procedure of 1 March 1954)

CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS

(Concluded 15 November 1965)

The States signatory to the present Convention,

Desiring to create appropriate means to ensure that judicial and extrajudicial documents to be served abroad shall be brought to the notice of the addressee in sufficient time,

Desiring to improve the organisation of mutual judicial assistance for that purpose by simplifying and expediting the procedure,

Have resolved to conclude a Convention to this effect and have agreed upon the following provisions:

Article 1

The present Convention shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.

This Convention shall not apply where the address of the person to be served with the document is not known.

CHAPTER I - JUDICIAL DOCUMENTS

Article 2

Each Contracting State shall designate a Central Authority which will undertake to receive requests for service coming from other Contracting States and to proceed in conformity with the provisions of Articles 3 to 6.

Each State shall organise the Central Authority in conformity with its own law.

Article 3

The authority or judicial officer competent under the law of the State in which the documents originate shall forward to the Central Authority of the State addressed a request conforming to the model annexed to the present Convention, without any requirement of legalisation or other equivalent formality.

The document to be served or a copy thereof shall be annexed to the request. The request and the document shall both be furnished in duplicate.

Article 4

If the Central Authority considers that the request does not comply with the provisions of the present Convention it shall promptly inform the applicant and specify its objections to the request.

Article 5

The Central Authority of the State addressed shall itself serve the document or shall arrange to have it served by an appropriate agency, either -

- a) by a method prescribed by its internal law for the service of documents in domestic actions upon persons who are within its territory, or
- b) by a particular method requested by the applicant, unless such a method is incompatible with the law of the State addressed.

Subject to sub-paragraph (b) of the first paragraph of this Article, the document may always be served by delivery to an addressee who accepts it voluntarily.

If the document is to be served under the first paragraph above, the Central Authority may require the document to be written in, or translated into, the official language or one of the official languages of the State addressed.

That part of the request, in the form attached to the present Convention, which contains a summary of the document to be served, shall be served with the document.

Article 6

The Central Authority of the State addressed or any authority which it may have designated for that purpose, shall complete a certificate in the form of the model annexed to the present Convention.

The certificate shall state that the document has been served and shall include the method, the place and the date of service and the person to whom the document was delivered. If the document has not been served, the certificate shall set out the reasons which have prevented service.

The applicant may require that a certificate not completed by a Central Authority or by a judicial authority shall be countersigned by one of these authorities.

The certificate shall be forwarded directly to the applicant.

Article 7

The standard terms in the model annexed to the present Convention shall in all cases be written either in French or in English. They may also be written in the official language, or in one of the official languages, of the State in which the documents originate.

The corresponding blanks shall be completed either in the language of the State addressed or in French or in English.

Article 8

Each Contracting State shall be free to effect service of judicial documents upon persons abroad, without application of any compulsion, directly through its diplomatic or consular agents.

Any State may declare that it is opposed to such service within its territory, unless the document is to be served upon a national of the State in which the documents originate.

Article 9

Each Contracting State shall be free, in addition, to use consular channels to forward documents, for the purpose of service, to those authorities of another Contracting State which are designated by the latter for this purpose.

Each Contracting State may, if exceptional circumstances so require, use diplomatic channels for the same purpose.

Article 10

Provided the State of destination does not object, the present Convention shall not interfere with -

- a) the freedom to send judicial documents, by postal channels, directly to persons abroad,
- b) the freedom of judicial officers, officials or other competent persons of the State of origin to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination,
- c) the freedom of any person interested in a judicial proceeding to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination.

Article 11

The present Convention shall not prevent two or more Contracting States from agreeing to permit, for the purpose of service of judicial documents, channels of transmission other than those provided for in the preceding Articles and, in particular, direct communication between their respective authorities.

Article 12

The service of judicial documents coming from a Contracting State shall not give rise to any payment or reimbursement of taxes or costs for the services rendered by the State addressed.

The applicant shall pay or reimburse the costs occasioned by --

- a)* the employment of a judicial officer or of a person competent under the law of the State of destination,
- b)* the use of a particular method of service.

Article 13

Where a request for service complies with the terms of the present Convention, the State addressed may refuse to comply therewith only if it deems that compliance would infringe its sovereignty or security.

It may not refuse to comply solely on the ground that, under its internal law, it claims exclusive jurisdiction over the subject-matter of the action or that its internal law would not permit the action upon which the application is based.

The Central Authority shall, in case of refusal, promptly inform the applicant and state the reasons for the refusal.

Article 14

Difficulties which may arise in connection with the transmission of judicial documents for service shall be settled through diplomatic channels.

Article 15

Where a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and the defendant has not appeared, judgment shall not be given until it is established that -

- a)* the document was served by a method prescribed by the internal law of the State addressed for the service of documents in domestic actions upon persons who are within its territory, or
- b)* the document was actually delivered to the defendant or to his residence by another method provided for by this Convention,

and that in either of these cases the service or the delivery was effected in sufficient time to enable the defendant to defend.

Each Contracting State shall be free to declare that the judge, notwithstanding the provisions of the first paragraph of this Article, may give judgment even if no certificate of service or delivery has been received, if all the following conditions are fulfilled -

- a)* the document was transmitted by one of the methods provided for in this Convention,
- b)* a period of time of not less than six months, considered adequate by the judge in the particular case, has elapsed since the date of the transmission of the document,
- c)* no certificate of any kind has been received, even though every reasonable effort has been made to obtain it through the competent authorities of the State addressed.

Notwithstanding the provisions of the preceding paragraphs the judge may order, in case of urgency, any provisional or protective measures.

Article 16

When a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and a judgment has been entered against a defendant who has not appeared, the judge shall have the power to relieve the defendant from the effects of the expiration of the time for appeal from the judgment if the following conditions are fulfilled -

- a) the defendant, without any fault on his part, did not have knowledge of the document in sufficient time to defend, or knowledge of the judgment in sufficient time to appeal, and
- b) the defendant has disclosed a *prima facie* defence to the action on the merits.

An application for relief may be filed only within a reasonable time after the defendant has knowledge of the judgment.

Each Contracting State may declare that the application will not be entertained if it is filed after the expiration of a time to be stated in the declaration, but which shall in no case be less than one year following the date of the judgment.

This Article shall not apply to judgments concerning status or capacity of persons.

CHAPTER II - EXTRAJUDICIAL DOCUMENTS

Article 17

Extrajudicial documents emanating from authorities and judicial officers of a Contracting State may be transmitted for the purpose of service in another Contracting State by the methods and under the provisions of the present Convention.

CHAPTER III - GENERAL CLAUSES

Article 18

Each Contracting State may designate other authorities in addition to the Central Authority and shall determine the extent of their competence.

The applicant shall, however, in all cases, have the right to address a request directly to the Central Authority.

Federal States shall be free to designate more than one Central Authority.

Article 19

To the extent that the internal law of a Contracting State permits methods of transmission, other than those provided for in the preceding Articles, of documents coming from abroad, for service within its territory, the present Convention shall not affect such provisions.

Article 20

The present Convention shall not prevent an agreement between any two or more Contracting States to dispense with -

- a) the necessity for duplicate copies of transmitted documents as required by the second paragraph of Article 3,
- b) the language requirements of the third paragraph of Article 5 and Article 7,
- c) the provisions of the fourth paragraph of Article 5,
- d) the provisions of the second paragraph of Article 12.

Article 21

Each Contracting State shall, at the time of the deposit of its instrument of ratification or accession, or at a later date, inform the Ministry of Foreign Affairs of the Netherlands of the following -

- a) the designation of authorities, pursuant to Articles 2 and 18,
- b) the designation of the authority competent to complete the certificate pursuant to Article 6,
- c) the designation of the authority competent to receive documents transmitted by consular channels, pursuant to Article 9.

Each Contracting State shall similarly inform the Ministry, where appropriate, of -

- a) opposition to the use of methods of transmission pursuant to Articles 8 and 10,
- b) declarations pursuant to the second paragraph of Article 15 and the third paragraph of Article 16,
- c) all modifications of the above designations, oppositions and declarations.

Article 22

Where Parties to the present Convention are also Parties to one or both of the Conventions on civil procedure signed at The Hague on 17th July 1905, and on 1st March 1954, this Convention shall replace as between them Articles 1 to 7 of the earlier Conventions.

Article 23

The present Convention shall not affect the application of Article 23 of the Convention on civil procedure signed at The Hague on 17th July 1905, or of Article 24 of the Convention on civil procedure signed at The Hague on 1st March 1954.

These Articles shall, however, apply only if methods of communication, identical to those provided for in these Conventions, are used.

Article 24

Supplementary agreements between Parties to the Conventions of 1905 and 1954 shall be considered as equally applicable to the present Convention, unless the Parties have otherwise agreed.

Article 25

Without prejudice to the provisions of Articles 22 and 24, the present Convention shall not derogate from Conventions containing provisions on the matters governed by this Convention to which the Contracting States are, or shall become, Parties.

Article 26

The present Convention shall be open for signature by the States represented at the Tenth Session of the Hague Conference on Private International Law.

It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Article 27

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of Article 26.

The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification.

Article 28

Any State not represented at the Tenth Session of the Hague Conference on Private International Law may accede to the present Convention after it has entered into force in accordance with the first paragraph of Article 27. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force for such a State in the absence of any objection from a State, which has ratified the Convention before such deposit, notified to the Ministry of Foreign Affairs of the Netherlands within a period of six months after the date on which the said Ministry has notified it of such accession.

In the absence of any such objection, the Convention shall enter into force for the acceding State on the first day of the month following the expiration of the last of the periods referred to in the preceding paragraph.

Article 29

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.

At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force for the territories mentioned in such an extension on the sixtieth day after the notification referred to in the preceding paragraph.

Article 30

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 27, even for States which have ratified it or acceded to it subsequently.

If there has been no denunciation, it shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.

It may be limited to certain of the territories to which the Convention applies.

The denunciation shall have effect only as regards the State which has notified it. The Convention shall remain in force for the other Contracting States.

Article 31

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in Article 26, and to the States which have acceded in accordance with Article 28, of the following -

- a) the signatures and ratifications referred to in Article 26;
- b) the date on which the present Convention enters into force in accordance with the first paragraph of Article 27;
- c) the accessions referred to in Article 28 and the dates on which they take effect;
- d) the extensions referred to in Article 29 and the dates on which they take effect;
- e) the designations, oppositions and declarations referred to in Article 21;
- f) the denunciations referred to in the third paragraph of Article 30.

In witness whereof the undersigned, being duly authorised thereto, have signed the present Convention.

Done at The Hague, on the 15th day of November, 1965, in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Tenth Session of the Hague Conference on Private International Law.

N.B. On 25 October 1980 the Fourteenth Session adopted a Recommendation on information to accompany judicial and extrajudicial documents to be sent or served abroad in civil or commercial matters (*Proceedings of the Fourteenth Session*, Tome I, *Miscellaneous matters*, p. 67; *idem*, Tome IV, *Judicial co-operation*, p. 339; *Practical Handbook on the Operation of the Hague Service Convention*, Appendix 3, p. 129).

ANNEX TO THE CONVENTION: Active Model Forms (Request, Certificate, Summary)

STATUS TABLE

14: Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

Entry into force: 10-II-1969

Last update: 9-XI-2017

Number of Contracting Parties to this Convention: 73

The expression "Contracting Party" covers both cases in which the Convention has, and cases in which the Convention has not yet, entered into force for that Party following the deposit of its instrument of ratification, accession, acceptance or approval (see column EIF in the chart).

 View and/or print full status report

Contracting Parties to this Convention that are also Members of the HCCH (i.e., the Organisation) are in **bold**; Contracting Parties that are not Members of the HCCH are in *italics*.

| Contracting Party | S ¹ | R/A/S ² | Type ³ | EIF ⁴ | EXT ⁵ | Auth ⁶ | Res/D/N/DC |
|----------------------------|----------------|--------------------|-------------------|------------------|------------------|-------------------|------------|
| Albania | | 1-XI-2006 | A | 1-VII-2007 | | 3 | |
| Andorra | | 26-IV-2017 | A | | | | |
| <i>Antigua and Barbuda</i> | | 1-V-1985 | Su | 1-XI-1981 | | 1 | |
| Argentina | | 2-II-2001 | A | 1-XII-2001 | | 2 | D,Res |
| Armenia | | 27-VI-2012 | A | 1-II-2013 | | 1 | |
| Australia | | 15-III-2010 | A | 1-XI-2010 | 7 | 5 | D |
| <i>Bahamas</i> | | 17-VI-1997 | A | 1-II-1998 | | 1 | |
| <i>Barbados</i> | | 10-II-1969 | A | 1-X-1969 | | 1 | |
| Belarus | | 6-VI-1997 | A | 1-II-1998 | | 1 | |
| Belgium | 21-I-1966 | 19-XI-1970 | R | 18-I-1971 | | 2 | D |
| <i>Belize</i> | | 8-IX-2009 | A | 1-V-2010 | | 1 | |

| Contracting Party | S¹ | R/A/S² | Type³ | EIF⁴ | EXT⁵ | Auth⁶ | Res/D/N/DC |
|--|----------------------|--------------------------|-------------------------|------------------------|------------------------|-------------------------|-------------------|
| Bosnia and Herzegovina | | 16-VI-2008 | A | 1-II-2009 | | 1 | |
| <i>Botswana</i> | | 10-II-1969 | A | 1-IX-1969 | | 3 | D |
| Bulgaria | | 23-XI-1999 | A | 1-VIII-2000 | | 3 | D |
| Canada | | 26-IX-1988 | A | 1-V-1989 | | 4 | D |
| China, People's Republic of | | 6-V-1991 | A | 1-I-1992 | | 8 | D,N |
| <i>Colombia</i> | | 10-IV-2013 | A | 1-XI-2013 | | 1 | D |
| Costa Rica | | 16-III-2016 | A | 1-X-2016 | | 1 | |
| Croatia | | 28-II-2006 | A | 1-XI-2006 | | 3 | D,Res |
| Cyprus | | 26-X-1982 | A | 1-VI-1983 | | 4 | D |
| Czech Republic | | 28-I-1993 | Su | 1-I-1993 | | 4 | D,Res |
| Denmark | 7-I-1969 | 2-VIII-1969 | R | 1-X-1969 | | 3 | D |
| Egypt | 1-III-1966 | 12-XII-1968 | R | 10-II-1969 | | 1 | Res |
| Estonia | | 2-II-1996 | A | 1-X-1996 | | 1 | D |
| Finland | 15-XI-1965 | 11-IX-1969 | R | 10-XI-1969 | | 2 | D |
| Former Yugoslav Republic of Macedonia | | 23-XII-2008 | A | 1-IX-2009 | | 1 | D,Res |
| France | 12-I-1967 | 3-VII-1972 | R | 1-IX-1972 | 1 | 3 | D |
| Germany | 15-XI-1965 | 27-IV-1979 | R | 26-VI-1979 | | 3 | D |
| Greece | 20-VII-1983 | 20-VII-1983 | R | 18-IX-1983 | | 1 | D |
| Hungary | | 13-VII-2004 | A | 1-IV-2005 | | 3 | D |
| Iceland | | 10-XI-2008 | A | 1-VII-2009 | | 1 | D,Res |
| India | | 23-XI-2006 | A | 1-VIII-2007 | | 1 | D,Res |
| Ireland | 20-X-1989 | 5-IV-1994 | R | 4-VI-1994 | | 3 | D,Res |
| Israel | 25-XI-1965 | 14-VIII-1972 | R | 13-X-1972 | | 2 | D,Res |
| Italy | 25-I-1979 | 25-XI-1981 | R | 24-I-1982 | | 3 | D |
| Japan | 12-III-1970 | 28-V-1970 | R | 27-VII-1970 | | 3 | D |
| Kazakhstan | | 15-X-2015 | A | 1-VI-2016 | | | D |

| Contracting Party | S¹ | R/A/S² | Type³ | EIF⁴ | EXT⁵ | Auth⁶ | Res/D/N/DC |
|---|----------------------|--------------------------|-------------------------|------------------------|------------------------|-------------------------|-------------------|
| Korea, Republic of | | 13-I-2000 | A | 1-VIII-2000 | | 2 | D,Res |
| <i>Kuwait</i> | | 8-V-2002 | A | 1-XII-2002 | | 3 | D,Res |
| Latvia | | 28-III-1995 | A | 1-XI-1995 | | 4 | D |
| Lithuania | | 2-VIII-2000 | A | 1-VI-2001 | | 3 | D,Res |
| Luxembourg | 27-X-1971 | 9-VII-1975 | R | 7-IX-1975 | | 1 | D,Res |
| <i>Malawi</i> | | 24-IV-1972 | A | 1-XII-1972 | | 1 | |
| Malta | | 24-II-2011 | A | 1-X-2011 | | 1 | D |
| Mexico | | 2-XI-1999 | A | 1-VI-2000 | | 2 | D |
| Monaco | | 1-III-2007 | A | 1-XI-2007 | | 2 | D |
| Montenegro | | 16-I-2012 | A | 1-IX-2012 | | 2 | D |
| Morocco | | 24-III-2011 | A | 1-XI-2011 | | 1 | |
| Netherlands | 15-XI-1965 | 3-XI-1975 | R | 2-I-1976 | 1 | 5 | D |
| Norway | 15-X-1968 | 2-VIII-1969 | R | 1-X-1969 | | 3 | D,Res |
| <i>Pakistan</i> | | 7-XII-1988 | A | 1-VIII-1989 | | 3 | D |
| Poland | | 13-II-1996 | A | 1-IX-1996 | | 4 | Res |
| Portugal | 5-VII-1971 | 27-XII-1973 | R | 25-II-1974 | | 2 | D |
| Republic of Moldova | | 4-VII-2012 | A | 1-II-2013 | | 2 | D,Res |
| Romania | | 21-VIII-2003 | A | 1-IV-2004 | | 2 | D |
| Russian Federation | | 1-V-2001 | A | 1-XII-2001 | | 4 | D,Res |
| <i>Saint Vincent and the Grenadines</i> | | 6-I-2005 | Su | 27-X-1979 | | 3 | D |
| <i>San Marino</i> | | 15-IV-2002 | A | 1-XI-2002 | | 3 | D |
| Serbia | | 2-VII-2010 | A | 1-II-2011 | | 2 | D |
| <i>Seychelles</i> | | 18-XI-1980 | A | 1-VII-1981 | | 1 | D |
| Slovakia | | 15-III-1993 | Su | 1-I-1993 | | 4 | D |
| Slovenia | | 18-IX-2000 | A | 1-VI-2001 | | 1 | D,Res |
| Spain | 21-X-1976 | 4-VI-1987 | R | 3-VIII-1987 | | 3 | D |

| Contracting Party | S¹ | R/A/S² | Type³ | EIF⁴ | EXT⁵ | Auth⁶ | Res/D/N/DC |
|---|----------------------|--------------------------|-------------------------|------------------------|------------------------|-------------------------|-------------------|
| Sri Lanka | | 31-VIII-2000 | A | 1-VI-2001 | | 3 | D |
| Sweden | 4-II-1969 | 2-VIII-1969 | R | 1-X-1969 | | 2 | D |
| Switzerland | 21-V-1985 | 2-XI-1994 | R | 1-I-1995 | | 3 | D,Res |
| Tunisia | | 10-VII-2017 | A | 1-II-2018 | | | D |
| Turkey | 11-VI-1968 | 28-II-1972 | R | 28-IV-1972 | | 3 | Res,D |
| Ukraine | | 1-II-2001 | A | 1-XII-2001 | | 3 | D,Res |
| United Kingdom of Great Britain and Northern Ireland | 10-XII-1965 | 17-XI-1967 | R | 10-II-1969 | 14 | 4 | D |
| United States of America | 15-XI-1965 | 24-VIII-1967 | R | 10-II-1969 | 1 | 1 | D |
| Venezuela | | 29-X-1993 | A | 1-VII-1994 | | 1 | D,Res |
| Viet Nam | | 16-III-2016 | A | 1-X-2016 | | 3 | D,N |

1) S = Signature

2) R/A/Su = Ratification, Accession or Succession

3) Type = R: Ratification;

A: Accession;

A*: Accession giving rise to an acceptance procedure; click on A* for details of acceptances of the accession;

C: Continuation;

Su: Succession;

Den: Denunciation;

4) EIF = Entry into force

5) EXT = Extensions of application

6) Authorities per Convention = Designation of Authorities

7) Res/D/N/DC = Reservations, declarations, notifications or depositary communications