

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 26-26668-CIV-ALTONAGA/Reid

SHENZHEN XINBENCHUANG
ELECTRONICS CO. LTD.,

Plaintiff,

v.

THE INDIVIDUALS, PARTNERSHIPS
AND UNINCORPORATED ASSOCIATIONS
LISTED ON SCHEDULE “A,”

Defendants.

ORDER

THIS CAUSE is before the Court upon Plaintiff, Shenzhen Xinbenchuang Electronics Co., Ltd.’s Renewed Expedited *Ex Parte* Motion for Leave to Effect Service of Process by Alternative Means (“Alternative Service Motion”) [ECF No. 25], and Expedited *Ex Parte* Motion to Extend the Temporary Restraining Order for Good Cause . . . (“Motion to Extend”) [ECF No. 24], filed on October 13, 2026. The Court has reviewed Plaintiff’s submissions, the record, and applicable law. For the following reasons, both Motions are granted.

Alternative Service. This is a case involving copyright disputes in international commerce. (*See generally* Am. Verified Compl. [ECF No. 9]). Plaintiff is a limited liability company organized under the laws of the People’s Republic of China (*see id.* ¶ 7), and it owns ten United States copyright registrations for designs of inflatable costumes and inflatable party games (the “Works”) (*id.* ¶¶ 1, 7, 12; *see generally id.*, Comp. Ex. 1, Copyright Registrations [ECF No. 9-1]). Plaintiff alleges that Defendants, identified on Schedule A, are willfully reproducing, publicly

displaying, distributing, and selling products that copy the protectable expression in one or more of the Works without Plaintiff's permission. (*See* Am. Verified Compl. ¶¶ 16–19, 32–33).

Plaintiff contends Defendants offer their products through Amazon and Walmart marketplace platforms, and both marketplaces require merchants to maintain an e-mail address associated with their seller accounts. (Alt. Service Mot. ¶¶ 2, 14; *see also id.*, Ex. 1, Supplemental Declaration of Cole Carlson Regarding Service (“Carlson Decl.”) [ECF No. 25-1] ¶ 16). Defendants have provided business information in their marketplace profiles that gives Plaintiff good cause to believe Defendants live or operate their businesses in mainland China or Hong Kong. (*See* Carlson Decl. ¶ 5). Plaintiff — after a diligent investigation — could not verify physical addresses for Defendants 2 through 19 and 21 through 27. (Alt. Service Mot. ¶¶ 13, 16; *see also* Carlson Decl. ¶¶ 6–10, 13).

To facilitate service, Plaintiff proposes to use a dedicated website where the summons and Amended Verified Complaint [ECF No. 9]; the Temporary Restraining Order entered on October 6, 2026 [ECF No. 17]; and all other filings and orders in this action will be available to Defendants. (*See* Alt. Service Mot. ¶ 14). Plaintiff intends to provide the address for the dedicated website to Defendants 2 through 19 and 21 through 27 via their Amazon or Walmart account e-mails once produced by the relevant marketplace. (*See id.* ¶¶ 14, 16; Carlson Decl. ¶ 16).

As for the remaining Defendants, Defendant 1's physical address is known, and Plaintiff will serve it through China's Central Authority under the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the “Convention”). (*See* Alt. Service Mot. ¶ 11; Carlson Decl. ¶ 9(a)). Plaintiff does not seek alternative service of process on this Defendant. (*See* Alt. Service Mot. ¶¶ 11–12). Defendant 20 has disclosed an address in

Hong Kong, and Plaintiff proposes service by international courier requiring a signed receipt. (*See* Alt. Service Mot. ¶ 15; Carlson Decl. ¶ 5).

Federal Rule of Civil Procedure 4(f)(3) allows a district court to order an alternate method for service to be executed on foreign defendants, provided it is not prohibited by international agreement and is reasonably calculated to give notice to the defendants. *See* Fed. R. Civ. P. 4(f)(3); *see also Brookshire Bros., Ltd. v. Chiquita Brands Int'l, Inc.*, No. 05-cv-21962, 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 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))).

Service by e-mail and web publication on Defendants 2 through 19 and 21 through 27 is not prohibited by any binding international agreement. Article 1 of the Convention provides that it does not apply “where the address of the person to be served with the document is not known.” Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters art. 1, Nov. 15, 1965, 20 U.S.T. 361, 362. Although Plaintiff has made reasonably diligent efforts to ascertain and verify these Defendants’ physical addresses, their addresses still remain unknown. (*See* Alt. Service Mot. ¶¶ 3–5, 13, 16; Carlson Decl. ¶¶ 6–10, 13; *see also* Per-Defendant Service Chart [ECF No. 26]); *see also Kangol LLC v. Hangzhou Chuanyue Silk Imp. & Exp. Co.*, 177 F.4th 793, 799 (7th Cir. 2026). The Convention thus does not apply to service on these Defendants.

Further, alternative service also comports with due process. E-mail and posting on a designated website are reasonably calculated to give notice to Defendants. Courts have granted leave for a plaintiff to serve by e-mail and website posting in similar cases. *See, e.g., Chanel, Inc.*

v. Zhixian, No. 10-cv-60585, 2010 WL 1740695, at *3 (S.D. Fla. Apr. 29, 2010); *Tiffany (NJ) LLC v. DORAPANG Franchise Store*, No. 18-cv-61590, 2018 WL 4828430, at *3 (S.D. Fla. July 17, 2018) (“The Court concludes that e-mail service and Internet publication are indeed the most likely means of communication to reach Defendants, who operate via the Internet and rely on electronic communications for the operation of their businesses.”). In those cases, as here: (1) the defendants conducted their businesses over the internet; (2) the defendants used e-mail regularly in their businesses; and (3) the plaintiff showed that e-mail was likely to reach defendants. *See, e.g., Rio Props., Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1017–18 (9th Cir. 2002).

As for Defendant 20, Hong Kong has not objected to service through postal channels under Article 10(a) of the Convention.¹ Service by mail is permissible where the receiving state has not objected and the method is authorized by otherwise-applicable law. *See Water Splash, Inc. v. Menon*, 581 U.S. 271, 273 (2017) (recognizing that “service by mail is permissible if the receiving state has not objected to service by mail and if such service is authorized under otherwise-applicable law”). The proposed courier service on Defendant 20 is therefore permissible under Rule 4(f)(3) and Article 10(a). Moreover, service by international courier requiring a signed receipt at Defendant 20’s disclosed Hong Kong address is also reasonably calculated to give notice and thus comports with due process.²

In sum, Plaintiff has shown good cause why leave should be granted to allow service of the summons, the Amended Verified Complaint, and all filings in this matter on Defendants 2

¹ *See* HCCH, *China (Hong Kong SAR) – Other Authority (Art. 18) & Practical Information*, <https://www.hcch.net/en/states/authorities/details3/?aid=393> (last visited Oct. 14, 2026).

² As for Defendant 1, Plaintiff seeks permission only to provide e-mail notice of the Temporary Restraining Order, or any extension thereof, and any preliminary injunction hearing while service through China’s Central Authority is pending. (*See* Alt. Service Mot. ¶ 12). The Court will permit such notice, as it does not constitute service of process.

through 19 and 21 through 27 via e-mail and posting on Plaintiff's designated website, and on Defendant 20 by international courier requiring a signed receipt.

Temporary Restraining Order Extension. Next, Plaintiff seeks an extension of the Court's Temporary Restraining Order. (*See generally* Mot. to Extend; Oct. 6, 2026 Order [ECF No. 17]). Under Federal Rule of Civil Procedure 65(b)(2), the Court may, before a temporary restraining order expires, extend it for good cause for a like period, and the reasons for the extension must be entered in the record. *See* Fed. R. Civ. P. 65(b)(2). As explained, the Court finds good cause for an extension.

First, additional time is necessary for Plaintiff to complete service and provide Defendants notice and an opportunity to respond to its request for a preliminary injunction. *See* Fed. R. Civ. P. 65(a)(1). Second, the irreparable harm the Court found in entering the TRO continues. Specifically, Plaintiff's sales of products embodying the Works are concentrated in the weeks before Halloween, and Defendants sell competing copies during the same weeks. (*See* Oct. 6, 2026 Order 4).³ Allowing the TRO to lapse would permit the restrained listings to be restored and funds to be released during the remainder of that period. Third, the extension does not unduly prejudice Defendants, as the extension maintains the scope of the existing restraint. Plaintiff's bond remains in place, and any Defendant may move to dissolve or modify the temporary restraining order under Federal Rule of Civil Procedure 65(b)(4). *See* Fed. R. Civ. P. 65(b)(4).

Accordingly, it is

ORDERED AND ADJUDGED as follows:

³ The Court uses the pagination generated by the electronic CM/ECF database, which appears in the headers of all court filings.

1. Plaintiff, Shenzhen Xinbenchuang Electronics Co., Ltd.'s Renewed Expedited *Ex Parte* Motion for Leave to Effect Service of Process by Alternative Means Under Federal Rule of Civil Procedure 4(f)(3) [ECF No. 25] is **GRANTED** as follows:

- a. Plaintiff may serve the summons, a copy of the Amended Verified Complaint [ECF No. 9], and all other filings and orders in this action, on Defendants 2 through 19 and 21 through 27, as identified in Plaintiff's Per-Defendant Service Chart [ECF No. 26], by sending the address of Plaintiff's designated website to the e-mail address that each Defendant provided to Amazon or Walmart in connection with its seller account, as produced by the relevant marketplace.⁴
- b. Plaintiff shall also serve the summons, a copy of the Amended Verified Complaint, and all other filings and orders in this action, upon Defendants 2 through 19 and 21 through 27 by providing copies on Plaintiff's designated website. The documents shall be accessible on the designated website before Plaintiff transmits the e-mails authorized by paragraph 1(a). Only documents that are not under seal shall be posted on the designated website.
- c. While service on Defendant 1 through China's Central Authority is pending, Plaintiff may provide notice of the TRO, this Order, and any future preliminary injunction hearing by e-mail to the address associated with Defendant 1's marketplace account. Such notice does not constitute service of process.

⁴ Plaintiff has not provided the e-mail addresses Defendants use to operate their Amazon or Walmart merchant accounts. (See Carlson Decl. ¶ 16 ("Plaintiff is still waiting on production from Amazon and Walmart regarding this information.")). In its proof of service, Plaintiff must show that notices were sent to Defendants, including the e-mail addresses to which the notices were sent and verification that the e-mail addresses are the ones Defendants use to conduct their business with Amazon or Walmart.

CASE NO. 26-26668-CIV-ALTONAGA/Reid

- d. Plaintiff may serve the summons, a copy of the Amended Verified Complaint, and all other filings and orders in this matter, upon Defendant 20 by international courier requiring a signed receipt, addressed to the Hong Kong address Defendant 20 disclosed to Amazon. Plaintiff may also send the same documents by e-mail to the address associated with Defendant 20's marketplace account as supplemental notice.
- e. Within **two (2) days** after completing service on each Defendant in accordance with this Order, Plaintiff shall file proof of service identifying, for each Defendant, the method used, the date, and the e-mail or physical address to which service was directed.
- f. Within **seven (7) days** of entry of this Order, Plaintiff shall file a notice identifying its designated website's URL, confirming that the required documents are accessible there, and reporting the status of service on each Defendant.

2. Plaintiff's Expedited *Ex Parte* Motion to Extend the Temporary Restraining Order for Good Cause . . . [ECF No. 24] is **GRANTED**. The TRO [ECF No. 17] shall expire on **October 22, 2026**, at **5:00 p.m.** Plaintiff shall serve this Order, the Amended Verified Complaint, the Motion to Extend, and any supporting papers on each Defendant by means authorized by the Court. Plaintiff shall further serve this Order on Amazon.com, Inc. and Walmart Inc. by e-mail or overnight delivery.

DONE AND ORDERED in Miami, Florida, this 15th day of October, 2026.


CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE