

Orders on Motions

2:25-cv-01492-CCW *SEALED* FOREST v. 102RDCFG et al

U.S. District Court

Western District of Pennsylvania

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The following transaction was entered on 10/6/2025 at 3:10 PM EDT and filed on 10/6/2025

Case Name: FOREST v. 102RDCFG et al

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Docket Text:

ORDER DENYING WITHOUT PREJUDICE [10] Motion for Alternative Service. In the [10] Motion, Plaintiff Crista Forest requests leave to serve Defendants via email and website publication pursuant to Rule 4(f)(3) of the Federal Rules of Civil Procedure. The Court declines to authorize service by such alternative means at this time. First, where it applies, the Hague Service Convention "is exclusive, and provides the relevant catalogue of possible means of transmission for service abroad." SEC v. Lahr, No. 22-2497, 2024 WL 3518309, at *34 (3d Cir. July 24, 2024). Here, the [2] Complaint alleges that the Defendants reside in China or other foreign jurisdictions. Thus, the Hague Convention presumptively governs service. See Vanderhoef v. China Auto Logistics Inc., No. 218CV10174CCCSCM, 2019 WL 6337908, at *3 (D.N.J. Nov. 26, 2019) (explaining that the United States and China are both signatories to the Hague Convention). China has objected to Article 10 of the Hague Convention, so service by email on Chinese defendants is not authorized under the Convention. See D Squared Plant Traps LLC v. Guangdong Bixing Trading Co., LTD., 716 F. Supp. 3d 352, 356 n.2 (W.D. Pa. 2024) (Conti, J.) ("[C]ourts have refused to authorize service via email when the receiving country has objected to [Article 10 of the Hague Convention]."). And the Court cannot authorize service under Rule 4(f)(3) by means that would violate the Hague Convention. See id. at 357 (quoting Rio Properties, Inc. v. Rio Int'l Interlink, 284 F.3d 1007, 1015 n.4 (9th Cir. 2002)) ("A federal court [is] prohibited from issuing a Rule 4(f)(3) order in contravention of an international agreement, including the Hague Convention."). Finally, Ms. Forest has not established that an exception applies such that the Hague Convention is not applicable in this case. See, e.g., Lahr, 2024 WL 3518309, at *34 (explaining that the Convention does not apply where the address of the party to be served is unknown, and that courts employ a reasonable diligence test that examines whether a plaintiff engaged in reasonably diligent efforts to discover a defendant's address). Accordingly, IT IS HEREBY ORDERED that the [10] Motion is DENIED WITHOUT PREJUDICE to Ms. Forest's ability to file a renewed motion for alternative service as appropriate. Signed by Judge Christy Criswell Wiegand on 10/6/2025. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (bjw)

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