IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Skechers U.S.A., Inc. II, Plaintiff, v. The Partnerships and Unincorporated Associations d/b/a the Domain Names and Internet Stores Identified on Schedule "A," Defendants.	No. 24-cv-07333 Judge Franklin U. Valderrama Magistrate Judge Jeannice W. Appenteng

ORDER

This is a "Schedule A"[1] trademark infringement case brought by Plaintiff Skechers U.S.A., Inc., II (Skechers) against 160 defendants and other Schedule A entities. R.[2] 1, Compl. One of those Defendants, Nanchang Laifei Technologies Co., Ltd., (brightmeteors.com), moves to dismiss Skechers's complaint under Federal Rules of Civil Procedure 12(b)(4) and 12(b)(2), arguing that Skechers's method of service of process was improper, and further, that personal jurisdiction is lacking.

Background

Skechers develops, sells, and distributes shoes and accessories. Compl. ¶ 4. Skechers sued brightmeteors.com, a Chinese entity, along with numerous other

[1] These lawsuits are typically filed against a group of sellers whose assumed names are listed on an attachment to the complaint, usually called "Schedule A." *Oakley, Inc. v. P'ships & Unincorporated,* 2021 WL 308882, at *1 (N.D. Ill. January 30, 2021).

[2] Citations to the docket are indicated by "R." followed by the docket number or filing name, and, where necessary, a page or paragraph citation.

defendants, for trademark infringement. Skechers alleges that brightmeteors.com, along with the other defendants, engage in the online sale of counterfeit products, including those covered by Skechers trademark. Skechers served brightmeteors.com by electronic publication via e-mail. R. 23. Skechers subsequently sought, and the Court granted, a Temporary Restraining Order and a Preliminary Injunction enjoining defendants, including brightmeteors.com.'s infringement of Skechers' trademark. R. 25. Brightmeteors.com, in turn, filed a motion to dismiss, contending that Skecher's method of service is improper because a Chinese entity cannot be served via e-mail according to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (Hague Convention, or Convention). R. 79, Mot. Dismiss. Brightmeteors.com further argues that its alleged contacts with Illinois are insufficient to subject it to this Court's jurisdiction.

Legal Standard

After commencing a federal suit, the plaintiff must ensure that each defendant receives a summons and a copy of the complaint against it. Fed. R. Civ. P. 4(b),(c)(1). "A district court may not exercise personal jurisdiction over a defendant unless the defendant has been properly served." *United States v. Ligas*, 549 F.3d 497, 500 (7th Cir. 2008). Federal Rule of Civil Procedure Rule 4(f) governs service on individuals and entities residing abroad. Rule 4(f) provides that a foreign entity may be served overseas through one of the following means:

> "(1) by any internationally agreed means of service that is reasonably calculated to give notice, such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents;
>
> (2) if there is no internationally agreed means, or if an international agreement allows but does not specify other means, by a method that is reasonably calculated to give notice, including as prescribed by the foreign country's law for service in that country, as the foreign country directs in response to a letter rogatory addresses and sends to the individual and that requires a signed receipt; or
>
> (3) by other means not prohibited by international agreement, as the court orders."

Fed. R. Civ. P. 4(f)(1)–(3).

Analysis

Brightmetors.com argues that Skechers's use of e-mail service was improper under the Hague Service Convention, and that Skechers fails to establish that brightmeteors.com had sufficient minimum contacts with Illinois to warrant the exercise of personal jurisdiction. *See generally*, Mot. Dismiss. The Court addresses each argument in turn.

I. Skechers' Service Via E-Mail Was Proper

Brightmeteors.com, a Chinese entity, argues that because China is a signatory to the Hague Convention, service on it must comply with the provisions of the Hague Convention. *See* Mot. Dismiss at 2. Brightmeteors.com maintains that because China has not agreed to service via postal channels, a Chinese entity cannot be served via e-mail. *Id.* at 8 (citing *Luxottica Group S.p.A v. P'ships & Unincorporated Ass'n Idenitified on Schedule A.* 391 F.Supp.3d 816 (N.D. Ill. 2019)*; Smart Study Co v. Acuteye-US,* 620 F.Supp.3d 1382 (S.D.N.Y. 2022)). Skechers counters that the Hague

Convention does not apply because brightmeteors.com's address was unknown, and that, even if it did apply, service under the Hague Convention is optional under Federal Rule of Civil Procedure 4. *See* R. 93, Resp. Mot. Dismiss at 5-11.

The Hague Service Convention, to which both the United States and China are parties, was adopted in 1965 to "simplify, standardize, and generally improve the process of serving documents abroad." *Water Splash, Inc. v. Menon*, 581 U.S. 271, 273, (2017). The Convention provides uniform guidance on service as to its signatories, requiring "each state to establish a central authority to receive requests for service of documents from other countries." *Id.*; *see also Peanuts Worldwide LLC v. Partnerships & Unincorporated Associations Identified on Schedule "A"*, 347 F.R.D. 316, 327 (N.D. Ill. 2024), *appeal dismissed sub. nom.*, No. 24-2170, 2024 WL 5297821 (7th Cir. Aug. 28, 2024). The Convention also provides for *alternative* methods of service. Signatories to the Convention may object to—or opt out of—such alternative methods of service. Relevant here is Article 10 of the Convention, which provides for service through "postal channels" and through "judicial officers, officials, or other competent persons," provided that the country in which service is to be effected (the "receiving country") has not objected to these methods. *See Peanuts Worldwide LLC*, 347 F.R.D. at 327. China, though, *has* objected to the alternative methods of service laid out in Article 10, thereby effectively precluding "postal channels" as an acceptable method of service under the Hague Convention. *See* Mot. Dismiss at 8-9.

Crucially, though, *Article 1* of the Convention states that the Convention "shall not apply where the address of the person to be served with the document is not

known." Hague Service Convention art. 1, 20 U.S.T. at 362. Before making a finding as to whether Article 1's restriction applies, a court must first assess whether a plaintiff has made "reasonably diligent efforts to ascertain and verify defendant's mailing address." *Peanuts Worldwide LLC*, 347 F.R.D. at 327. "[R]easonable diligence" generally requires that the plaintiff "ha[ve] attempted to obtain [the defendant's] address in a variety of ways." *Id.*; *see also Smart Study Co. v. Acuteye-Us*, 620 F. Supp. 3d 1382, 1391 (S.D.N.Y. 2022).

To determine whether Skechers' s e-mail service was proper, the Court must answer two questions: 1) does the Hague Convention apply?; and, 2) if so, was Skechers's e-mail service permissible under Rule 4(f)?

A. The Hague Convention Applies

Recall that Article 1 of the Convention states that the Convention does not apply if a defendant's address is unknown. Hague Service Convention art. 1, 20 U.S.T. at 362. To determine that an address is "unknown," a plaintiff must first make "reasonably diligent efforts to ascertain and verify defendant's mailing address." *See, e.g.*, *Kangol, LLC v. Partnerships & Unincorporated Associations Identified on Schedule A*, 2025 WL 1677615, at *2 (N.D. Ill. June 13, 2025) (quoting *Oakley, Inc. v. Partnerships and Unincorporated Associations Identified in Schedule "A"*, 2021 WL 2894166, at *4 (N.D. Ill. July 9, 2021)).

Skechers argues that it engaged in the requisite diligent efforts to ascertain brightmeteors.com's address and came up short. Resp. Mot. Dismiss at 5-8.

Specifically, Skechers states, its "investigation into Defendant's website, PayPal account information, and Facebook accounts revealed that it lists multiple conflicting addresses across different platforms." *Id.* at 6-7. In support, Skechers includes screenshots of brightmeteors.com's purported addresses as they appeared across these websites, showing five separate addresses in three different countries. *See id.* As a result, Skechers argues, "there was no reliable address where Hague service could have been attempted." *Id.* at 8.

Brightmeteors.com, on the other hand, contends that Skechers knew its address in China was the correct one because Skechers received subpoenaed PayPal records listing this address a week before it served brightmeteors.com via e-mail. R. 96, Reply Mot. Dismiss at 2. While a close call, brightmeteors.com has the better of the argument. If a defendant "has at least one 'known' address . . . the Hague Service convention applies." *Peanuts Worldwide LLC*, 347 F.R.D. at 328. True, brightmeteors.com apparently had several different addresses, but the Court is not persuaded that this rises to the level of an "unknown" address for the purposes of precluding the application of the Hague Service Convention. This is especially true in light of brightmeteors.com's contention that PayPal records displayed the address in China, and that these were produced *before* Skechers attempted service via e-mail. *See id.* (defendant's address does not necessarily need to be "a more *reliable* means of reaching Defendant than e-mail").

Because the Court has found that the Hague Service Convention applies, it turns to the next issue: whether e-mail service was nevertheless permissible under Fed. R. Civ. P. 4(f).

B. E-Mail Service was Permissible

While Rule 4(f)(1) provides for overseas service through the Hague Service Convention's official channels, Rule 4(f)(3) allows for service by any other means "not prohibited by international agreement." Fed. R. Civ. P. 4(f). Critically, Rule 4(f) does not provide a required order of operations as to the means of service attempted. *See Peanuts Worldwide LLC*, 347 F.R.D. at 328. In other words, a plaintiff is not required to attempt service under the Hague Convention before attempting service through alternative means "not prohibited by international agreement." The issues posed by brightmeteors.com's motion are two-fold: first, whether the Hague Convention prohibits e-mail service, and second, whether China's objection to Article 10 of the Hague Convention—precluding service by "postal channels"—effectively serves as an international agreement prohibiting service via e-mail under Rule 4(f)(3).

Skechers argues that China's objection to Article 10 of the Convention does *not* serve as a prohibition against e-mail service. *See* Resp. Mot. Dismiss at 9. In support, Skechers cites a number of cases setting forth what essentially represents the consensus of the majority of courts in this district: that e-mail is an acceptable means of alternative service against a Chinese entity. *See id.* at 9-11; *see, e.g.*, *Peanuts Worldwide LLC*, 347 F.R.D. at 329. These courts reason that the absence of a provision in the Convention explicitly prohibiting e-mail service, or any other reason

to believe that the Convention bars all unenumerated methods of service, means that service via e-mail is a permissible alternative method of service under Rule 4(f). *See, e.g. Peanuts Worldwide LLC*, 347 F.R.D. at 330; *NBA Props., Inc. v. Partnerships & Unincorporated Associations Identified in Schedule "A"*, 549 F. Supp. 3d 790 (N.D. Ill. 2021), *aff'd sub nom. NBA Props., Inc. v. HANWJH*, 46 F.4th 614 (7th Cir. 2022).

Predictably, brightmeteors.com disagrees, arguing that the Convention should instead be read to mean that unenumerated methods of service *are* precluded. *See* Mot. Dismiss 8-12; Reply Mot. Dismiss 5-11 (citing *SmartStudy Co., Ltd. v. Acuteye-Us*, 620 F.Supp.3d 1382, 1393-94 (S.D.N.Y. 2022)). This argument, while accepted by some courts outside this jurisdiction, has been rejected by the "overwhelming majority of courts in this district." *See, e.g.*, *Klauber Brothers, Inc. v. Partnerships & Unincorporated Associations Identified in Schedule "A"*, 2024 WL 182209, at *3 (N.D. Ill. Jan. 17, 2024); *Peanuts Worldwide LLC*, 347 F.R.D. at 330. This Court finds the reasoning of the majority of courts within the district to have considered the issue persuasive. Therefore, in the absence of controlling Seventh Circuit precedent, this Court joins the majority view in the Northern District and finds that the Hague Convention does not prohibit service by e-mail.

This is not, however, the end of the Court's analysis. Brightmeteors.com posits the alternative argument that, even if the Court's interpretation of the Convention does not automatically preclude e-mail service, China's objection to Article 10 would. Brightmeteors.com asserts that China's objection to service via "postal channels" under Article 10 logically extends to service via e-mail. *See* Mot. Dismiss at 10; *Smart*

Study, 620 F.Supp.3d at 1394-95. But this argument, too, has been considered and rejected by the majority of courts in this district. *See, e.g.*, *Peanuts Worldwide LLC*, 347 F.R.D. at 329; *Hangzhou Chic Intelligent Tech. Co. v. P'ships & Unincorporated Ass'ns Identified on Schedule A*, 2021 WL 1222783, at *3 (N.D. Ill. Apr. 1, 2021) (collecting cases that "reject[ ] the analogy of postal service to e-mail service"). These courts describe what has essentially become fairly well-settled law in this district: that e-mail service against a Chinese defendant is proper under Rule 4(f) because e-mail service is not akin to "postal channels," and therefore not prohibited under international agreement. Moreover, these courts reason, in objecting to service via postal channels, China specifically opposed "physical intrusion on Chinese territory." *See Hangzhou Chic Intelligent Tech. Co.*, 2021 WL 1222783, at *3 ("[U]nlike postal service, email does not require physical intrusion on Chinese territory, which is China's express objection to the availability of postal service under the Hague Convention. For these reasons, the Court finds it is inappropriate to interpret China's objections to postal service under the Hague Convention as encompassing service by email."). Applying this logic, because service via e-mail does not involve "physical intrusion on Chinese territory," it is not precluded under China's objection to Article 10.

Brightmeteors.com, however, introduces a new wrinkle into this argument: it submits a notice from the Ministry of Justice of the People's Republic of China (Notice), dated March 30, 2023, which states that e-mail is "deemed invalid" as a method of service under Chinese law. *See* R. 96-1. The Notice appears to be a

unilateral statement from the Chinese Ministry of Justice as to acceptable and unacceptable methods of service on defendants in China. The court in *Hangzhou Chic Intelligent Tech. Co.* dealt with a similar issue. *See Hangzhou Chic Intelligent Tech. Co.*, 2021 WL 1222783, at *4. There, the Chinese defendants also argued that email service was not permissible under the terms of Rule 4(f)(3) because it was prohibited by international agreement. *Id*. In support, defendants introduced a document which stated that Chinese law prohibited service by email. *See id.* The court found this argument insufficient to deem e-mail service against Chinese defendants improper. Notably, the *Hangzhou* court found that Chinese law "permits its courts to order service by email on a party outside of China." *Id.* Accordingly, the court reasoned, "if China permits its courts to order service of Chinese process by email on defendants outside China, it cannot credibly object to U.S. courts ordering the same on defendants located in China." *Id.* Despite Chinese law purportedly prohibiting e-mail service, the court concluded that China had not "objected" to e-mail service for purposes of the Hague Convention and Rule 4(f)(3). *Id.*

A similar result follows here. While it certainly imposes a new wrinkle requiring deeper consideration, the Notice, without more, does not convince the Court to deviate from the "overwhelming majority" opinion of this district: that e-mail service is not precluded by the Hague Convention, and that China's objection to Article 10 does not apply to e-mail service. *See, e.g.*, *Klauber Brothers, Inc.*, 2024 WL 182209, at *3. The Court is additionally persuaded by the *Hangzhou* court's reasoning concerning China's purported prohibition of e-mail service. *See Hangzhou Chic*

Intelligent Tech. Co., 2021 WL 1222783, at *4. As explained in *Hangzhou*, wholesale preclusion of e-mail service against Chinese defendants would be patently unfair considering that China purportedly permits its courts to order service of Chinese process via e-mail on defendants outside China. *See id.* Absent other controlling precedent considering the Notice, and in light of *Hangzhou* and the majority opinion in the Northern District, this Court finds the Notice insufficient to justify a prohibition against e-mail service on Chinese defendants. *See Peanuts Worldwide LLC*, 347 F.R.D. at 330 ("Absent controlling precedent on the issue, this court will follow the 'overwhelming majority of courts in this district' in reaching the more straightforward conclusion that the Convention does not prohibit service by email."). Accordingly, the Court finds that Rule 4(f) permits Skechers's use of e-mail service as to brightmeteors.com.

II. Personal Jurisdiction Over Brightmeteors.com Is Proper

The Court next turns to the question of whether personal jurisdiction over brightmeteors.com is proper.

Motions to dismiss for lack of personal jurisdiction are governed by Federal Rule of Civil Procedure 12(b)(2). Fed. R. Civ. P. 12(b)(2). A plaintiff need not include facts alleging personal jurisdiction in the complaint, but once a defendant moves to dismiss the complaint under Rule 12(b)(2), "the plaintiff bears the burden of demonstrating the existence of jurisdiction." *Purdue Research Foundation v. Sanofi-Synthelabo, S.A.*, 338 F.3d 773, 782 (7th Cir. 2003) (citing *Central States, S.E. & S.W. Areas Pension Fund v. Reimer Express World Corp.*, 230 F.3d 934, 939 (7th Cir.

2000)). In determining whether personal jurisdiction exists, courts accept all well-pleaded allegations in the complaint as true. *Felland v. Clifton*, 682 F.3d 665, 672 (7th Cir. 2012). When a court relies only on the pleadings to decide personal jurisdiction and doesn't hold an evidentiary hearing, the plaintiff need only make out a prima facie case for personal jurisdiction. *Hyatt Int'l Corp. v. Coco*, 302 F.3d 707, 713 (7th Cir. 2002) (cleaned up). Courts resolve factual disputes in the plaintiff's favor, but unrefuted assertions by the defendant will be accepted as true. *GCIU-Emp'r Ret. Fund v. Goldfarb Corp.*, 565 F.3d 1018, 1020, n.1 (7th Cir. 2009).

To determine whether this Court has jurisdiction over Brightmeteors.com, the Court first considers whether the Illinois long-arm statute and the federal constitution permit the exercise of jurisdiction. *KM Enters., Inc. v. Global Traffic Techs., Inc.*, 725 F.3d 718, 732 (7th Cir. 2013). The Illinois Long Arm Statute provides that courts may exercise jurisdiction on any basis allowed by the due process provisions of the Illinois and federal constitutions." *Matlin v. Spin Master Corp.*, 921 F.3d 701, 705 (7th Cir. 2019). Put differently, the state statutory and federal constitutional inquiries merge. *Tamburo v. Dworkin*, 601 F.3d 693, 700 (7th Cir. 2010).

"The crucial inquiry is whether the defendant's contacts with the state are such that he should reasonably anticipate being haled into court there." *Int'l Med. Grp., Inc. v. Am. Arb. Ass'n, Inc.*, 312 F.3d 833, 846 (7th Cir. 2002). To do so, the "defendant must have purposefully availed himself of the privilege of conducting activities in the forum state, invoking the benefits and protections of its laws." *Id.* Ultimately, "the

question of personal jurisdiction hinges on the defendant's—not the plaintiff's—contact with the forum state." *North v. Ubiquity, Inc.*, 72 F.4th 221, 225 (7th Cir. 2023). The plaintiff initially bears the burden of establishing personal jurisdiction. *Mold-A-Rama Inc. v. Collector-Concierge-Int'l*, 451 F. Supp. 3d 881, 884 (N.D. Ill. 2020).

Personal jurisdiction can be general or specific. *Tamburo*, 601 F.3d at 701. General jurisdiction exists where a defendant has "continuous and systematic" contacts with the forum state and is subject to jurisdiction there in any action, even if the action is unrelated to those contacts. *Id.* The threshold for general jurisdiction is high; the contacts must be sufficiently extensive and pervasive to approximate physical presence." *Id.* (cleaned up). For specific jurisdiction, "the defendant's contacts with the forum state must directly relate to the challenged conduct or transaction." *Id.* at 702. Specific jurisdiction exists where: (1) the defendant has purposefully directed his activities at the forum state or purposefully availed himself of the privilege of conducting business in the state; (2) the alleged injury arises out of the defendant's forum-related activities; and (3) the exercise of specific personal jurisdiction comports with traditional notions of fair play and substantial justice as required by the Fourteenth Amendment's Due Process Clause. *Id.* Here, Skechers asserts that the Court has specific jurisdiction over brightmeteors.com.

Brightmeteors.com contends that the Court does not have specific jurisdiction because brightmeteors.com's only contact with Illinois was the sale of one product to Skecher's counsel. Mot Dismiss at 12. And that product was purchased by Skechers'

counsel, posits brightmeteors.com, in an attempt to intentionally and artificially manufacture jurisdiction in a district knowingly hospitable to Schedule A litigation. Mot. Dismiss at 13. From brightmeteors.com's perspective, the exercise of jurisdiction would violate notions of fair play and substantial justice. Skechers retorts that the Court has personal jurisdiction because brightmeteors.com admits that it sold and shipped a counterfeit Skecher's product to Skecher's investigator in Illinois. Resp. at 2. Contrary to brightmeteors.com's contention, Skechers argues, the Seventh Circuit has addressed and rejected this argument in *NBA Props., Inc. v. HANWJH*, 46 F. 4.th 614 (7th Cir. 2022).

The Court agrees with Skechers. In *NBA Props.*, the Seventh Circuit dealt with a nearly identical issue. 46 F.4th 614. There, the defendant argued that one "sham" sale into Illinois, made by plaintiff, was insufficient to warrant personal jurisdiction. *Id.* at 618. The Seventh Circuit disagreed: "in assessing purposeful direction, what matters is [defendant's] structuring of its own activities so as to target the Illinois market. NBA Properties' motivations in purchasing the allegedly illegal item are in no way relevant to an assessment of whether [defendant] has established sufficient contacts to sell its products to Illinois residents." *Id.* at 624. This Court, likewise, finds the fact that plaintiff's counsel initiated the sale to be of no import to the question of personal jurisdiction.

Brightmeteors.com's argument that one sale alone should not subject it to this Court's jurisdiction also fails to carry the day. In *NBA Prods.*, the Seventh Circuit similarly rejected this argument, explaining that, "by drawing a rigid numerical line

as [defendant] suggests, we would succumb to the trap that the Supreme Court has warned explicitly that we must avoid. '[T]alismanic jurisdictional formulas' are not an acceptable instrument in the toolbox of a court assessing personal jurisdiction. The question is not whether the plaintiff purchased enough goods to subject the defendant to personal jurisdiction. The focus is whether [defendant] purposefully directed its conduct at Illinois." *Id.* at 625 (emphasis added) (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 485 (1985)).

The sale of the allegedly infringing good into Illinois provided Illinois with "an interest in protecting its consumers from purchasing fraudulent merchandise." *Id.* at 627. Accordingly, the Court finds that the exercise of personal jurisdiction over brightmeteors.com is proper.

Conclusion

For the foregoing reasons, the Court denies brightmeteors.com's motion to dismiss. R. 79. Brightmeteors.com is instructed to answer Skechers's complaint by 9/30/2025.

Dated: September 16, 2025

United States District Judge
Franklin U. Valderrama