

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

**Jack Ferm v. Agritech Properties, Inc., Don Gordon, Michael Organ,
Andy Jagpal, Richard Cindric, Global Oil and Gas Recovery Corp.,
and John and Jane Does I-X**

Ferm · No. 4:26-cv-00029-DN-PK · Decided March 20, 2026

SUMMARY

The United States District Court for the District of Utah partially granted and partially denied Jack Ferm’s motion for alternative service. The court denied email service as to Global Oil & Gas Recovery Corp., requiring service under Federal Rule of Civil Procedure 4, but authorized email service for the foreign defendants in Canada under Rule 4(f)(3), subject to specified delivery and proof-of-service requirements.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	Paul Kohler
JURISDICTION	United States District Court for the District of Utah
DECIDED	March 20, 2026
DOCKET	4:26-cv-00029-DN-PK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved ex parte for permission to serve the defendants by email as an alternative method of service.
STANDARD OF REVIEW	The court applied the requirements of Federal Rule of Civil Procedure 4 and exercised its discretion under Rule 4(f)(3) to determine whether email service was reasonably calculated to provide notice and was not prohibited by an international agreement.
PRECEDENTIAL VALUE	unpublished
PARTIES	Jack Ferm v. Agritech Properties, Inc., Don Gordon, Michael Organ, Andy Jagpal, Richard Cindric, Global Oil and Gas Recovery Corp., John and Jane Does I-X

TOPICS

service of process

civil procedure

breach of contract

commercial litigation

unjust enrichment

PRACTICE AREAS

civil procedure

commercial litigation

contracts

QUESTIONS PRESENTED

1. Whether Plaintiff could serve domestic defendant Global Oil and Gas Recovery Corp. by an alternative method before attempting service under Federal Rule of Civil Procedure 4(h) and applicable Utah law.
2. Whether the court could authorize service by email on the foreign defendants under Federal Rule of Civil Procedure 4(f)(3).
3. Whether the proposed email service was reasonably calculated to provide notice, consistent with due process, and not prohibited by the Hague Convention.

HOLDINGS

1. The court denied the request for alternative service on Global Oil because Plaintiff had not first attempted service under Federal Rule of Civil Procedure 4(h) or applicable Utah law and had not shown that rule-compliant service would be unsuccessful.
2. The court granted Plaintiff permission to serve the foreign defendants by email under Federal Rule of Civil Procedure 4(f)(3).

KEY QUOTATIONS

“Courts interpreting Rule 4(f) have concluded it does not create a hierarchy of preferred methods of service, and parties are not required to comply with Rule 4(f)(1) or (2) before seeking service under Rule 4(f)(3).” (II.b)

“Ultimately, and in compliance with international agreement, the decision to order service of process under Rule 4(f)(3) is committed to the sound discretion of the district court.” (II.b)

FACTUAL BACKGROUND

Jack Ferm filed claims seeking \$4,500,000 in damages against several defendants, most of whom were alleged to be located in British Columbia, Canada. He represented that he had difficulty locating and serving the defendants by traditional methods, had previously communicated with the individual foreign defendants by email, and believed their email addresses were correct. Global Oil was alleged to be a Delaware corporation, but the materials identified domestic business addresses in Oregon and Kansas, and Ferm had not attempted service under the applicable federal or Utah rules.

PROCEDURAL HISTORY

Plaintiff filed an action asserting fraud, breach of contract, unjust enrichment, interference with economic relations, and civil conspiracy claims, and concurrently moved for alternative service. The court denied the

motion as to domestic defendant Global Oil and granted it as to the remaining foreign defendants, subject to specified email-service procedures.

DISPOSITION

other

CASES CITED

- Love-Less Ash Co., Inc. v. Asia Pac. Constr., LLC, No. 2:18-cv-00595-CW-DAO, 2021 WL 3679971, at *2 (D. Utah Aug. 19, 2021)
- Rio Props., Inc. v. Rio Int'l Interlink, 284 F.3d 1007, 1015 (9th Cir. 2002)
- Inception Mining, Inc. v. Mother Lode Mining, Inc., No. 2:24-00171-CMR, 2024 WL 4696749, at *2 (D. Utah Nov. 6, 2024)
- Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306, 314 (1950)
- Blackbird Cap. LLC v. Worth Grp. Cap., LLC, No. 2:21-cv-00037, 2022 WL 464234, at *2 (D. Utah Feb. 15, 2022)
- Heidicker v. Wasabi Ent., et al., No. 2:24-cv-00713-CMR, 2025 WL 1114205, at *2 (D. Utah Apr. 15, 2025)