

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON

Amazon.com Inc., Amazon.com Services LLC, and RB Health (US)
LLC v. Sehrish Gul, Muhammad Rehbar, Prasenjit Gope, Ikhtisham
Ul Haq, Rida Arif, Zahid Ur Rehman, Zamrud Khan, Adnan Faraz,
Onthego Gopech LLC, Khateen LLC, PR-Ecommerce LLC,
RZGlobe LLC, A ShoppingEmbassy LLC, SkyTwilight LLC, and
Does 1-10

Amazon.com Inc. v. Gul · No. 2:25-cv-00371-KKE-BAT · Decided January 6, 2026

SUMMARY

The United States District Court for the Western District of Washington denied without prejudice Plaintiffs’ motion for alternative service by email on individual defendants in an action alleging counterfeit sales of Neuriva-branded health supplements. The Court held that although email service was permissible under Federal Rule of Civil Procedure 4(f), Plaintiffs had not shown that the proposed email addresses were reasonably calculated to provide actual notice. Plaintiffs were ordered by April 6, 2026, to show proof of service, file a renewed motion, or show cause why the individual defendants should not be dismissed.

CASE DETAILS

COURT	United States District Court for the Western District of Washington
WRITING FOR THE COURT	Brian A. Tsuchida
JURISDICTION	United States District Court for the Western District of Washington
DECIDED	January 6, 2026
DOCKET	2:25-cv-00371-KKE-BAT
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for alternative service by email on certain individual defendants after allegedly being unable to discover valid physical addresses. The court denied the motion without prejudice and ordered plaintiffs to provide proof of service, file a renewed motion, or show cause why the defendants should not be dismissed.

STANDARD OF REVIEW	The court evaluated whether the proposed alternative service satisfied Federal Rule of Civil Procedure 4(f)(3) and constitutional due process.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	Amazon.com Inc., Amazon.com Services LLC, RB Health (US) LLC v. Sehrish Gul, Muhammad Rehbar, Prasenjit Gope, Ikhtisham Ul Haq, Rida Arif, Zahid Ur Rehman, Zamrud Khan, Adnan Faraz, Onthego Gopech LLC, Khateen LLC, PR-Ecommerce LLC, RZGlobe LLC, A ShoppingEmbassy LLC, SkyTwilight LLC, Does 1-10

TOPICS

service of process civil procedure trademark infringement consumer protection commercial litigation

PRACTICE AREAS

civil procedure trademark infringement consumer protection commercial litigation

QUESTIONS PRESENTED

1. Whether service by email was authorized under Federal Rule of Civil Procedure 4(f)(3).
2. Whether the proposed email service was reasonably calculated under constitutional due process to apprise the defendants of the action and provide an opportunity to respond.
3. Whether plaintiffs had shown sufficient grounds for the court to authorize alternative service by email.

HOLDINGS

1. Rule 4(f)(3) permits a court to order service by any means not prohibited by international agreement and consistent with due process. Because the proposed email service was not prohibited by an applicable international agreement on the facts presented, plaintiffs satisfied the Rule 4(f) component of the analysis.
2. Plaintiffs failed to demonstrate that service at the proposed email addresses was reasonably calculated to provide the defendants with notice of the lawsuit; consequently, the court denied the motion for alternative service without prejudice.

KEY QUOTATIONS

“In other words, under Rule 4(f)(3), the Court may order service by any means not prohibited by international agreement and consistent with due process.” (at 3)

“The Court cannot conclude email service is reasonably calculated to provide notice to Defendants.” (at 4)

“Plaintiffs have thus failed to meet their burden to demonstrate that email service will likely provide Defendants with notice of this lawsuit.” (at 6)

FACTUAL BACKGROUND

Plaintiffs alleged that defendants sold counterfeit health supplements branded as RB Health's Neuriva products through Amazon.com. They alleged that Sehrish Gul and Muhammad Rehbar recruited other defendants to create LLCs and Amazon selling accounts, which were then used to sell the allegedly counterfeit products. Plaintiffs sought to serve the individual defendants by email because their physical addresses could not be verified, relying primarily on email addresses associated with Amazon selling accounts and one Gmail address connected to an intercepted communication.

PROCEDURAL HISTORY

Plaintiffs filed claims arising from alleged sales of counterfeit Neuriva-branded supplements through Amazon.com. They sought authorization under Federal Rule of Civil Procedure 4(f)(3) to serve certain defendants by email. The motion was referred to the magistrate judge, who concluded that plaintiffs had not shown that the proposed email addresses were reasonably calculated to provide actual notice.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. Plaintiffs were ordered by April 6, 2026, to show proof of service, submit a new motion for alternative service, or show cause why the affected defendants should not be dismissed.

CASES CITED

- Rio Props., Inc. v. Rio Int'l Interlink, 284 F.3d 1007, 1014-15 (9th Cir. 2002)
- Amazon.com, Inc. v. Bamb Awns, 2023 WL 2837076, at *2 (W.D. Wash. Apr. 7, 2023)
- Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306, 314 (1950)

OPINION

1 2 3 4 5 UNITED STATES DISTRICT COURT 6 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE 7 8 AMAZON.COM INC, AMAZON.COM SERVICES LLC, RB HEALTH (US)
LLC, 9 CASE NO. 2:25-cv-00371-KKE-BAT Plaintiffs, ORDER DENYING WITHOUT 10 v.
PREJUDICE PLAINTIFFS' MOTION FOR ALTERNATIVE 11 SEHRISH GUL, MUHAMMAD
REHBAR, SERVICE 12 PRASENJIT GOPE, IKHTISHAM UL HAQ, RIDA ARIF, ZAHID UR
REHMAN, 13 ZAMRUD KHAN, ADNAN FARAZ, ONTHEGO GOPECH LLC, KHATEEN 14
LLC, PR-ECOMMERCE LLC, RZGLOBE LLC, A SHOPPINGEMBASSY LLC, 15
SKYTWILIGHT LLC, DOES 1-10, 16 Defendants.

17 This matter is before the Court on Plaintiffs' December 4, 2025 motion for alternative 18
service on certain Defendants, Dkt. 23, which was referred to the undersigned on December 10, 19
2025. For the reasons that follow, the Court DENIES the motion without prejudice and 20

ORDERS Plaintiffs by April 6, 2026 to show proof of service, submit a new motion for 21 alternative service, or show cause why these Defendants should not be dismissed.

22 23 1 DISCUSSION 2 Plaintiffs Amazon and RB Health sue Defendants for allegedly selling counterfeit health 3 supplements on Amazon.com branded as “Neuriva” products, which is Plaintiff RB Health’s 4 brand. Dkt. 23 at 2. Plaintiffs allege claims for trademark counterfeiting, trademark infringement, 5 and false designation of origin under the Lanham Act, violations of the Washington Consumer 6 Protection Act, and breach of contract.

Id. Plaintiffs allege that Defendants Sehrish Gul and 7 Muhammad Rehbar (the “Recruiting Defendants”) hired Defendants Prasenjit Gope, Ikhtisham 8 Ul Haq, Rida Arif, Zahid Ur Rehman, Zamrud Khan, and Adnan Faraz (the “Registration 9 Defendants”) to create LLCs and register Amazon selling accounts associated with those LLCs, 10 and that Gul and Rehbar then took over control of the selling accounts from the Registration 11 Defendants and used them to sell counterfeit Neuriva-branded products.

Id. 12 Plaintiffs now seek to serve Defendants by email. They claim they have not been able to 13 uncover valid physical addresses for Defendants despite diligent efforts, and that the email 14 addresses are active and reasonably calculated to provide actual notice to Defendants. They 15 propose to serve most of the Defendants (Rehbar, Gope, Ul Haq, Arif, Ur Rehman, and Khan) at 16 the email addresses registered with the Amazon selling accounts, and two of the Defendants (Gul 17 and Faraz) at what they believe to be Faraz’s personal Gmail address.

Id. at 3. Plaintiffs 18 encountered the Gmail address in a communication intercepted during their investigation, in 19 which Defendant Gul offered to sell the inventory of allegedly counterfeit goods to another 20 Amazon seller. Id. 21 Proper service requires satisfying both Fed. R. Civ. P. 4 and constitutional due process 22 requirements. See generally *Rio Props., Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1014-15 (9th 23 Cir.

2002). First, the Court considers whether Plaintiffs have satisfied the requirements of Rule 1 4(f). The Rule permits service of process by (1) internationally agreed methods such as those 2 authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial 3 Documents; (2) if there is no internationally agreed means, in accordance with the foreign 4 country’s law; or (3) by “other means not prohibited by international agreement, as the court 5 orders.” Fed.

R. Civ. P. 4(f). Any of the three options is permissible; the Rule does not create a 6 hierarchy of preferred methods of service. In other words, under Rule 4(f)(3), the Court may 7 order service by any means not prohibited by international agreement and consistent with due 8 process. *Rio Props.*, 284 F.3d at 1014–15. 9 Here, email service is not prohibited by international agreement, so Plaintiffs have 10 satisfied Rule 4(f).

Though Pakistan and India (Defendants' alleged countries of residence) are 11 both signatories to the Hague Convention, the Convention does not apply where "the address of 12 the person to be served with the document is not known." Hague Convention, arts. 1, 157; see 13 *Amazon.com, Inc. v. Bamb Awns*, 2023 WL 2837076, at *2 (W.D. Wash. Apr. 7, 2023). 14 Defendants' addresses are unknown despite Plaintiffs' diligent efforts to discover them.

Plaintiffs 15 have unsuccessfully investigated the physical addresses Defendants provided to Amazon as well 16 as addresses registered under Defendants' financial accounts with virtual payment service 17 provider Payoneer. And, whether or not the Hague Convention applies, several courts have 18 concluded that the Rule authorizes email service on individuals in India and Pakistan.

See Dkt. 19 23 at 7–8 (citing cases). 20 The Court next considers whether the requirements of constitutional due process have 21 been satisfied—that is, whether it is "reasonably calculated, under all the circumstances, to 22 apprise interested parties of the pendency of the action and afford them an opportunity to present 23 their objections." *Mullane v. Cent.*

Hanover Bank & Tr. Co., 339 U.S. 306, 314 (1950). 1 Plaintiffs argue that service to the email addresses used to register the Amazon selling 2 accounts is reasonably calculated to provide actual notice because the email addresses "are the 3 primary means of communication from Amazon to Defendants in connection with five of the 4 selling accounts." Dkt. 23 at 9.

Plaintiffs also sent test emails to each address on November 26, 5 2025, that did not bounce back, indicating that the addresses themselves are active. *Id.* at 4. 6 On the facts provided, the Court cannot conclude email service is reasonably calculated 7 to provide notice to Defendants. Plaintiffs say Amazon used the email addresses to communicate 8 with Defendants, but do not say Defendants have used them to communicate with Amazon or 9 with anyone else.

Plaintiffs present no facts suggesting that Defendants have ever sent Plaintiffs 10 or anyone else an email using these addresses. Plaintiffs also claim that Amazon blocked 11 Defendants' selling accounts, but provide no facts indicating whether Defendants have continued 12 to use the email addresses for commercial or personal use after the selling accounts were 13 blocked.

Indeed, if Plaintiffs are correct that Defendants engaged in unlawful activity, there is 14 some reason to believe Defendants might have created temporary email addresses to further their 15 unlawful activity and abandoned them after the associated Amazon selling accounts were 16 blocked.

After all, the postal addresses Defendants provided to Amazon have proven to be partial 17 or invalid addresses. Dkt. 23 at 4. In short, Plaintiffs' evidence shows that Amazon sent emails to 18 the registered addresses, and that the addresses are not defunct, but it does not show or imply that

19 Defendants actively monitor or use the addresses today. 20 Plaintiffs' proposed method of reaching the Recruiting Defendants, Gul and Rehbar, is 21 also questionable.

The registered emails associated with the selling accounts match the names of 22 the Registration Defendants (e.g. Rida Arif's address is ridaarif028@gmail.com). However, 23 probably due to Gul and Rehbar's alleged role in the scheme, there are no email addresses 1 matching their names. Plaintiffs propose to reach these two Defendants by blanket email to the 2 registered emails associated with the selling accounts.

They also propose to serve Gul by email 3 to the address believed to be Faraz's personal Gmail. The assumption is presumably that Gul and 4 Rehbar will receive notice of the lawsuit via their continued monitoring of these email addresses 5 or indirectly via the other Defendants, but Plaintiffs do not state why this assumption is 6 reasonable.

The motion states that, because Gul and Rehman directed the other defendants to 7 share control of the selling accounts, both the Registration Defendants and the Recruiting 8 Defendants used the registered email addresses. *Id.* But that does not necessarily follow; the 9 Registration Defendants could have monitored their email and passed information to the 10 Recruiting Defendants.

Plaintiffs do not show that both the Registration Defendants and the 11 Recruiting Defendants actually had access to and monitored the email addresses in question. 12 Plaintiffs also would like to serve Gul and Faraz at the Gmail address uncovered for 13 Faraz, which Gul included in a communication to another Amazon seller when preparing to sell 14 the remaining inventory.

Id. at 4. However, Plaintiffs do not provide any details about the 15 communication and do not state when it was sent or any reason to believe the address may still 16 be monitored or in active use. 17 Plaintiffs argue that courts recognize that email service can be the "preferred method of 18 reaching the defendant" where defendants have made email their preferred means of contact, and 19 cite to *Rio Properties*, 284 F.3d at 1016–18.

But in *Rio Properties*, there was one email address 20 associated with the defendant, and the investigator had learned that the defendant preferred to 21 receive business communication at that address. Here, no facts show Defendants have structured 22 their businesses to receive business email at these email addresses or that they prefer 23 communication at those addresses.

Plaintiffs claim that "Defendants used email as one of their 1 primary methods to facilitate their counterfeit sales." Dkt. 23 at 3. But the facts show only that 2 Defendants used email addresses to register their Amazon selling accounts, which is not the 3 same as using email as a primary method to facilitate sales. 4 Finally, Plaintiffs mention that Defendants are already on notice of the lawsuit because 5 Plaintiffs have served the LLCs Defendants created for the Amazon selling accounts.

Id. at 6. 6 But service on the LLC does not necessarily compel the conclusion that the individual 7 Defendants have received notice, particularly as Plaintiffs allege that the LLCs were created in 8 order to register Amazon selling accounts, and the Amazon accounts have now been blocked. Id. 9 at 2. 10 Plaintiffs have thus failed to meet their burden to demonstrate that email service will 11 likely provide Defendants with notice of this lawsuit.

The Court DENIES the motion for 12 alternative service. Plaintiffs may renew their motion with additional evidence demonstrating 13 that service by email is reasonably calculated to provide notice to Defendants of this action.

The 14 Court ORDERS Plaintiffs by April 6, 2026, to show proof of service on Defendants, submit a 15 new motion for alternative service, or show cause why these Defendants should not be 16 dismissed. 17 18 DATED this 6th day of January, 2026. 19 A 20 BRIAN A. TSUCHIDA United States Magistrate Judge 21 22 23