EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 19-CV-22842-DPG

SUCESORES DE DON CARLOS
NUÑEZ Y DOÑA PURA GALVEZ,
INC., d/b/a BANCO NUÑEZ,

Plaintiff,

vs.

SOCIÉTÉ GÉNÉRALE, S.A., d/b/a
SG AMERICAS, INC.; THE BANK OF
NOVA SCOTIA, d/b/a SCOTIA
HOLDINGS (US) INC., a/k/a THE BANK
OF NOVA SCOTIA, MIAMI AGENCY;
THE NATIONAL BANK OF CANADA,
d/b/a NATIONAL BANK OF CANADA
FINANCIAL GROUP, INC.; and BANCO
BILBAO VIZCAYA ARGENTARIA, S.A.,
d/b/a BBVA, USA.,

Defendants.
_____/

[PROPOSED] ORDER APPROVING PLAINTIFF'S PLAN FOR
ALTERNATIVE SERVICE OF PROCESS

THIS CAUSE came before the Court on Plaintiff Sucesores de Don Carlos Nuñez y Doña Pura Galvez, Inc., d/b/a Banco Nuñez's ("Plaintiff") Motion for Approval of a Plan for Alternative Service of Process ("Motion").

In its Motion, Plaintiff requests that the Court authorize alternative service of process on two Canadian Defendants and one Spanish Defendant involved in this lawsuit (together, "Defendants"). *See* Motion at ¶ 1. Plaintiffs propose serving the Defendants by service on their respective United States subsidiaries. *Id*. at p.3.

Each of the Defendants are "multinational bank[s] and financial services company[ies] with" global operations, and each Defendant has at least one wholly-owned Material Entity[1] located in the United States. *Id*. at pp. 6-7.

Federal Rule of Civil Procedure 4(f)(3) authorizes a District Court to order an alternative method for service on foreign defendants, provided the method is not prohibited by international agreement and is reasonably calculated to give notice to the Defendants. *See* Fed. R. Civ. P. 4(f)(3); *Brookshire Bros., Ltd. v. Chiquita Brands Int'l, Inc.*, Case No.: 05-CV-21962, 2007 WL 1577771, at *2 (S.D. Fla. May 31, 2007) ("[D]istrict 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)).

In this case, service on United States-based subsidiaries is not prohibited by international agreement. The United States, Canada, and Spain are signatories to the Hague Convention on the Service Abroad of Extra-Judicial Documents in Civil and Commercial Matters, Nov. 15, 1965, 20 U.S.T. 361 (the "Hague Convention"), which does not specifically preclude service on a foreign corporation's United States-based subsidiary. Where a signatory nation has objected to the alternative means of service provided by Section 10 of the Hague Convention, that objection is expressly limited to those means listed in the objection and does not represent a blanket objection to other forms of service, such as by service through a United States subsidiary. *See e.g. Stat Med. Devices, Inc. v. HLT-Strefa, Inc.*, Case No.: 15-CV-20590, 2015 WL 5320947, at *3 (S.D. Fla. Sept. 14, 2015) (authorizing service by e-mail)). A Court acting under Rule 4(f)(3) remains free to Order alternative means of service where a signatory nation has not expressly

[1] Defined as a subsidiary or foreign office of a covered company that is significant to the activities of a critical operation or core business line of the company.

objected to those means. Accordingly, service of Defendants through their United States subsidiaries does not violate an international agreement. *See Wood Mountain Fish, LLC v. Mowi ASA*, Case No.: 19-CV-22128, 2019 WL 3036536, at *1 (S.D. Fla. July 11, 2019) ("Service through a subsidiary is … sufficient to satisfy Rule 4(f)(3) because it does not violate The Hague Convention.") (*citing In re LDK Solar Sec. Litig.*, Case No.: 07-CV-05182, 2008 WL 2415186 (N.D. Cal. June 12, 2008)).

Plaintiff's Service Plan is reasonably calculated to give notice to the foreign Defendants. Plaintiff cites several cases where Courts have authorized plaintiffs to serve foreign defendants through United States-based subsidiaries. Therefore, Plaintiffs have shown good cause why leave should be granted to allow service of summonses and the Complaint as follows:

a. To The Bank of Nova Scotia, through its United States subsidiary:

Scotia Holdings (US) Inc.
c/o Corporation Service Company
80 State Street
Albany, NY 12207

b. To The National Bank of Canada, through its United States subsidiary:

National Bank of Canada Financial Group, Inc.
c/o Corporation Service Company
1201 Hays St.
Tallahassee, Florida 32301

c. To Banco Bilbao Vizcaya Argentaria, S.A., through its United States subsidiary:

BBVA, USA
c/o C T Corporation System
1200 South Pine Island Rd.
Plantation, Florida 33324

ORDERED AND ADJUDGED that Plaintiff's Motion for Approval of a Plan for Alternative Service of Process is **GRANTED** in accordance with the forgoing.

DONE AND ORDERED in Miami, Florida, this ___th day of _____, 2019.

_____
DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

cc: Counsel of Record