by Howard A. Newman

Serving Process in Brazil: Nascent Use of the Hague Convention on the Service Abroad of Documents in Civil or Commercial Matters

On March 21, 2019, Brazil, through a presidential decree, perfected accession to the Hague Service Convention for serving process and other documents (HSC),[1] effective June 1, 2019.[2] Due to reservations Brazil formally declared, many of the advantages with serving process pursuant to the HSC will be attenuated.[3] This article, in conjunction with a previous article,[4] explores some of the advantages and disadvantages with some practical and critical tips. In the final analysis, the HSC in Brazil will add value through the reduction in time and resources, especially since the HSC has eliminated the need for an additional layer of processing by the Brazilian Ministry of Foreign Affairs. However, the savings so far have been somewhat marginal. Therefore, there is still considerable risk in perfecting service of targets in Brazil, and plaintiffs[5] should be well-prepared and advised via counsel in initiating any transnational litigation.

The HSC was formulated at the 10th Session of the Hague Conference on Private International Law in 1964.[6] The United States became a member in 1967 when the U.S. Senate ratified the HSC after President Johnson submitted a formal message thereto.[7] Currently, there are 85 contracting states or members to the HSC.[8] Notable members include Australia, Canada, China (People's Republic of), France, Germany, Israel, Japan, South Korea, and now, Brazil.[9]

Even with the HSC, serving any document, including process in a foreign country, can be a daunting task. To understand why, one must first understand a few of the substantive articles contained in the HSC, whose raison d'être is for effecting service of process or other documents in civil or commercial matters abroad without the need for consular or diplomatic channels.[10] By definition, the HSC covers only civil and commercial matters, not criminal matters. Additionally, the HSC is activated only if an address for a target is known.[11] The HSC does not affect service related to, for example, arbitration proceedings.[12]

The principal, but not exclusive, method of service provided by the HSC is the transmission of documents through a central authority, which every member must designate.[13] Only those individuals authorized, *i.e.*, a competent applicant, to forward a request[14] to a central authority of a receiving member may do so.[15] The request must identify how the documents[16] are served: 1) pursuant to a receiving member's internal law; 2) a method requested by the applicant (so long as it is not incompatible with a receiving member's internal law); or 3) acceptance by the target.[17] After submission, service then hopefully and timely occurs.[18] Proof of service (via the certificate submitted with the request) is then made.[19]

Unless a receiving member has opposed, articles 8-10 provide for additional methods of service:

- Art. 8: permitting service using diplomatic or consular agents;
- Art. 9: permitting service indirectly through diplomatic and consular agents rather than through the Central Authority (*e.g.*, via letter rogatory, *carta rogatória*); and
- Art. 10: permitting service via mail[20] or authorized process servers.

Thus, articles 8 and 10 may be critical in how one attempts service abroad.[21] One only needs to see Figure 1 reviewing a few members' primary reservations to understand why effecting service of process abroad can be so difficult (even with experienced law firms).[22]

Analysis of Serving Process in Brazil

As can be seen in the table above, Brazil has made numerous reservations and declarations.[23] Importantly, Brazil has opposed articles 8 and 10.[24] Thus, foreign diplomatic and consular agents will not be allowed to effect service in Brazil.[25] Additionally, a litigant cannot be served with documents in Brazil via mail or by process server.[26]

The only ways to serve in Brazil are, thus, through waiver of service or by using Brazil's Central Authority (BCA) (*Autoridade Central Administrativa Federal*). Anecdotally, it is uncommon in Brazil for defendants to waive service[27] or for opposing litigants to ask for waiver in the first instance.[28] Therefore, a plaintiff may use the BCA to effect service either via the HSC, or if not available, via the Inter-American Convention on Letters Rogatory and Additional Protocol (Inter-American Service Convention or IASC).[29] Recall that if an address is known, a plaintiff must use only the HSC by serving a request onto the BCA.[30] If an address is unknown, a plaintiff will not use the HSC to apply for service[31] but may resort to the IASC.[32] If serving in the U.S. (through personal or alternative forms of service), such service is outside of the

FIGURE 1

Contracting States (Members)	Art. 8(2)	Art. 10		
		(a)	(b)	(c)
	Allowing Service without using "diplomatic or consular agents"	Mail	Service by: Personal Service including authorized process servers	
Brazil	**Opposition**	**Opposition**	**Opposition**	**Opposition**
Canada	No opposition	No opposition	No opposition	No opposition
China, People's Republic of	Opposition	Opposition	Opposition	Opposition
France	Opposition	No opposition	No opposition	No opposition
Germany	Opposition	Opposition	Opposition	Opposition
Israel	No opposition	No opposition	Modified Opposition	Modified Opposition
Japan	Opposition	Opposition	Opposition	Opposition
South Korea	Opposition	Opposition	Opposition	Opposition
USA	No opposition	No opposition	No opposition	No opposition

HSC or IASC.[33]

Generally, once a request is submitted to the BCA,[34] it processes the request for compliance[35] and then forwards it to the Superior Court of Justice (*Superior Tribunal de Justiça* or STJ) for formal approval.[36] Thereafter, the STJ sends the request to a federal judge for execution (of service).[37] After execution, successful or otherwise, the inverse path is followed, including through the STJ.[38] Thereafter, the BCA then informs the applicant, *i.e.*, the requesting or forwarding authority,[39] of the results of the execution and any other relevant detail, including objections.[40]

Brazil has made a declaration applicable to art. 6, which concerns proof of service. Brazil mandates that the required certificate "must be signed by the judge who has jurisdiction or by the [BCA]."[41] Yet, if a U.S. litigant is not (as) concerned with enforcement of a judgment in Brazil,[42] but only in the U.S., especially at the federal level,[43] complying with art. 6 may be unnecessary.[44] Indeed, the goal of the HSC is to provide actual notice in a timely manner.[45] Importantly, the HSC does not specify a time frame for service.[46]

Another issue that a plaintiff should address deals with forwarding authorities, *i.e.*, who is authorized to serve a request onto a receiving member's central authority.[47] Article 3 reads in full: "The authority or judicial officer *competent under the law of the State in which the documents originate* shall forward to the Central Authority of the State addressed a request conforming to the model annexed to the present Convention, without any requirement of legalisation or other equivalent formality."[48]

Thus, when documents originate from the U.S., for example, it, through any declaration, shall decide who is competent (at least initially).[49] A reader should note that most of the HSC members have declared that only government officials or judges themselves are "competent" authorities and, thus, authorized to request service.[50] Brazil follows that legal paradigm.[51] The U.S. obviously does not.[52] The U.S. has declared that the "persons and entities within the United States competent to forward service requests pursuant to Article 3 include any court official, any attorney, or any other person or entity authorized by the rules of the court."[53]

The previous reads clearly that "any attorney" can submit a request if authorized by the rules of a particular forum court.[54] Moreover, although art. 3 of the HSC reads clearly that private individuals may not serve a request as they are not "judicial officers,"[55] the declaration of the U.S. appears to follow a different rule by allowing "any other person," including a private individual or entity, to be authorized by a rule of the court.[56] Therefore, a court can commission, for example,

[11] HSC art. 1. Sometimes, a plaintiff may need to incur considerable resources in tracking a defendant. In one example, prior to being retained, one of the author's clients spent considerable time (and money) in using an international private investigation service to locate the address of a target in Brazil only to get one of four possibilities. After being retained, in two days, the author, with his agents, located the target at a fraction of the cost.

[12] Service pursuant to arbitration is made according to the applicable rules of the chosen arbitration institution. Notably, an arbitration award will be enforceable in Brazil only if it fulfills certain requirements. *See* note 42.

[13] *See* HSC art. 2; *see also* HSC art. 5 (setting forth service by a central authority in any manner "prescribed by its internal law"). Brazil and the U.S. have respectfully designated as the central authority for each the Ministry of Justice and the Department of Justice. *See* Hague Conference, *Status Table*, https://www.hcch.net/en/instruments/conventions/status-table/print/?cid=41 (providing contact information for every member's central authority).

[14] A request or service request is formally known as a "Request for Service Abroad of Judicial or Extrajudicial Documents." An appropriate submission includes, in duplicate along with an original of at least 1) a summary of the documents to be served, 2) the documents themselves, 3) a request (form) itself that also contains, inter alia, a certificate (for service), and translations for at least parts 1-2. *See* HSC art. 3; *see also* HSC art. 5 (imposing additional language and translation requirements).

[15] HSC art. 3. A request need not be legalized or authenticated by an apostille; *see also* Apostille, Black's Law Dictionary 112 (9th ed. 2009) (defined as "a standard certification provided under the Hague Convention for authenticating documents used in foreign countries"). The purpose of an apostille is to "abolish the requirement of diplomatic or consular legalization for foreign public documents." Texas Secretary of State Ruth R. Hughs, *Authentication of Documents FAQs*, http://www.sos.state.tx.us/authfaqs.shtml. A completed apostille certifies the authenticity of a signature, the capacity in which the person signing the document has acted, and identifies the seal/stamp that the document bears. *See id.*

[16] Similar to a request, the documents to be served need not be legalized or authenticated by an apostille. HSC art. 3.

[17] HSC art. 5.

[18] One of the chief reasons to use experienced counsel, including those that can navigate Brazil and its language, is especially at the pre- and post-submission stages of the process. Donald C. Dowling, Jr., *Forum Shopping and Other Reflections on Litigation Involving U.S. and European Businesses*, 7 Pace Int'l L. Rev. 465, 473 (1995) (concluding that "[m]any U.S. judgments against foreign defendants have been rendered unenforceable due to service of process defects established in foreign courts at the enforcement stage").

[19] HSC art. 6.

[20] The literature is replete with litigation and commentary on the intent and reading of art. 10(a) that also elicited a special commission attempting to respond to what the commission concluded were interpretations contrary to the meaning and original intent of art. 10(a). *See generally* Hague Conference, *Conclusions and Recommendations of the Special Commission of October–November 2003,* https://www.hcch.net/en/publications-and-studies/details4/?pid=3121. Simply, a plain reading of art. 10(a) in light of the rest of the HSC dictates that service by mail should be allowed to every person residing in a contracting state. However, although the U.S. will allow such service as part of a unitary approach as a function of its liberally construed federal rules of civil procedure (and specifically FRCP 4), other members of the HSC, including Brazil, will not allow such service (even though, as a matter of legal interpretation, the HSC itself appears to not even provide a member with such authority to oppose).

See Water Splash, Inc. v. Menon, 137 S. Ct. 1504, 1513 (2017) (allowing service by mail so long as a receiving member does not object).

[21] *See* HSC art. 11 (allowing service by any method by which two members may agree); HSC art. 19 (clarifying that the HSC does not preempt any internal laws of its signatories that permit service from abroad via methods not otherwise allowed by the HSC).

[22] *See generally* Hague Conference, *Table Reflecting Applicability of Articles* (contrasting positions for all members as of Feb. 2019), *available at* https://assets.hcch.net/docs/6365f76b-22b3-4bac-82ea-395bf75b2254.pdf.

[23] *See* note 3.

[24] HSC arts. 8, 10.

[25] HSC art. 8.

[26] HSC art. 10.

[27] Waiver is unnecessary in Brazil since purely domestic litigants therein can now easily be served by post. *See* note 51; *see* FED. R. CIV. P. 4(d) (allowing waiver of service, which the rules incentivize by allowing 90 days (and not 20) to answer a complaint and summons). Yet, the HSC contemplates waiver of service. Since Brazil is a party to the Hague Legalization Convention, a local foreign notary may authenticate a defendant's signature either in front of a U.S. consular official or preferably with an apostille, which is a certification under the terms of said convention and, thus, supplements a local notarization of a document, *e.g.*, proof of service.

[28] Though a litigant would normally consider proceeding by Rule 4(d) waiver to avoid the costs associated in translating and serving documents under the HSC's formal rules, such should not be employed for Brazilian targets. *See* FED. R. CIV. P. 4(d).

[29] *See, e.g.,* FED. R. CIV. P. 4(f)(1) (authorizing service on a foreign corporation or individual "by any internationally agreed means of service that is reasonably calculated to give notice, such as those authorized by the H[SC]").

[30] For requests made to Brazil, an electronic request moots the duplicate requirement. *See* HSC art. 3. Although the responses or answers to a request form technically need not be translated, best practices, especially for Brazil, warrant translation as well (where the author also uses forms in trilingual that he has drafted). *See* HSC art. 5; Brazil Ministry of Justice and Public Security, The Hague Citation Convention, https://www.justica.gov.br/sua-protecao/cooperacao-internacional/cooperacao-juridica-internacional-em-materia-civil/acordos-internacionais/citacao (requiring requests from outside Brazil to the same rule as requests originating from within, *i.e.*, requiring trilingual forms); *see* U.S. Marshals Service, *Request for Service Abroad of Judicial or Extrajudicial Documents*, *available at* https://www.usmarshals.gov/forms/usm94.pdf (having only a bilingual requirement for requests to the U.S.).

[31] As if navigating the procedural rules was not complex enough, even the words themselves can cause headaches: There is no one word in Portuguese (Brazilian or classical) that formally means service (or service of process for that matter). Rather, a different word is used as a function of the document being served (*e.g.*, summons (citação), subpoena (intimação), and notice (notificação)). *See, e.g.,* Maria Chaves de Mello, DICIONÁRIO JURÍDICO 125-26, 339, 407 (10th ed. 2018). It follows, then, that the official Brazilian translation for a request for service would incorporate all three words: "Solicitação de Citação, Intimação e Notificação no Estrangeiro de Documentos Judiciais ou Extrajudiciais." *See* note 14. Notwithstanding, informally, citação will generally mean service.

[32] A reader should understand that once the BCA has a substantive request, either through the HSC or the ISAC, the procedure is the same. This is why the STJ formally subsumes a HSC request under the rubric "Carta Rogatória," thereby assigning a case number that begins with "CR." *See also* note 51. This author surmises that using the same systems and nomenclature may reflect the immaturity of the HSC within Brazil.

[33] *See Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 707-08 (1988) (distinguishing domestic service from "service abroad," as the HSC makes clear in its title and preamble).

[34] This author has found anecdotally that good practice dictates that demographic information not required in an HSC request — including a CPF (*Cadastro de Pessoas Físicas*, a number associated with an individual but not akin to a Social Security number) and other information (work, cell, and home numbers) — should be submitted at the time of the request or later. To be sure, an applicant (or his or her agents) would need to know how to obtain such information, which is not readily available.

[35] If the BCA (or any central authority) concludes a request does not comply, said authority must promptly inform the applicant. HSC art. 4.

[36] *See* Brazil Ministry of Justice and Public Security, *Brazilian Central Authority for International Legal Cooperation,* https://www.justica.gov.br/sua-protecao/cooperacao-internacional/autoridade-central-1; *see also* BRAZILIAN CODE CIVIL P. art. 105 (2015), *available at* http://www.planalto.gov.br/ccivil_03/_Ato2015-2018/2015/Lei/L13105.htm. Although the data set is currently limited, the BCA takes about 30 days to forward the request to the STJ.

[37] *See* Brazil Superior Court of Justice: Int'l Legal Cooperation, https://international.stj.jus.br/pt/Cooperacao-Internacional/Cooperacao-Juridica-Internacional (explaining process).

[38] Notably, there are many steps (*fases*) that occur in this stage including decisions and orders from the STJ. An analogous public defender (*Defensoria Pública da União*) in Brazil's Federal Prosecution Service (*Ministério Público Federal*), which is constitutionally guaranteed independent from Brazil's executive, legislative, and judicial branches, represents the interests of justice (and not any target). The public defender may object to proper service (*e.g.*, objecting to whether substituted service is valid). However, if the STJ issues an order granting exequatur, then without more, Brazil has formally permitted the exercise or enforcement by the applicant and his client of any rights therein.

[39] The HSC refers to a "forwarding authority," *e.g.,* HSC art. 3, while the model forms authorized by the HSC refer to a "requesting authority." *See* Hague Conference, Model Form Annexed to the Convention, *available at* https://www.hcch.net/en/publications-and-studies/details4/?pid=6560&dtid=65. These terms are also synonymous with the term, "applicant."

[40] Brazil now allows an applicant, albeit one that can read Portuguese and digest its legal terms, the ability to follow the status of a case in real time. *See* Brazil Superior Court of Justice, http://www.stj.jus.br/sites/portalp/Inicio. Conversely, an applicant (if he or she has his or her own CPF, which non-Brazilians may obtain) may sign up to receive real-time updates.

[41] *See* BRAZIL'S DECL. art. 6.

[42] Foreign judgments (and arbitral awards) in Brazil would first get recognized via a request/petition and then enforced in the STJ after certain formalities are realized (*e.g.*, sworn translations, consular authentication, etc.).

[43] A prime example of when proof of service may not entirely matter is where the target is not really the defendant but his/her/its insurance carrier or indemnitor (with assets in the U.S.) that covers the insured/indemnitee.

[44] *See, e.g., Fox v. Regie Nationale des Usines Renault*, 103 F.R.D. 453, 455 (W.D. Tenn. 1984) (holding that since a failure to make proof of service does not affect the validity of service under FRCP 4, mandatory provisions need not be strictly construed where a defendant has received actual notice of a suit). To understand this holding, one must understand two legal precepts: first, the HSC was drafted and, thus, intended to safeguard the due process rights of a *defendant* and the sovereignty of a nation-state, *i.e.*, member; and second, proof of service is a safeguard for a *plaintiff*, since proof of service appraises a plaintiff and a court of effected service, typically within mandated time periods. Nonetheless, though a Brazilian court should reach the same result should proof of service not comply, if enforcing a judgment in Brazil, a litigant should always demand that said proof be in compliance with Brazil's declaration under the HSC or incur serious and unnecessary risk thereof.

[45] *Volkswagenwerk*, 486 U.S. at 698.

[46] *See* HSC art. 15 (providing for the use of alternative methods of service if a central authority does not respond within

six months of an appropriate request for service); Fed. R. Civ. P. 4(m) (exempting service in a foreign country from the normal requirements that a summons and complaint be served within 90 days of filing).

[47] *See* note 37.

[48] HSC art. 3 (emphasis added).

[49] *See id.*

[50] In some countries (*e.g.*, China, France, Japan, and Israel), attorneys must seek the assistance of their local courts (judges or ministers, as they are sometimes called) to submit a request, *e.g.,* Hague Conference*, Japan Central Authority & Practical Information,* https://www.hcch.net/en/states/authorities/details3/?aid=261.

[51] Keith S. Rosenn, *Civil Pro. in Brazil*, 34 Am. J. Comp. L. 487, 492-93 (1986) (showing that the Brazilian Code of Civil Procedure, which governs service, allows it only by 1) personal service (only via judicial officers — similar to how the U.S. marshals were previously only allowed to serve); 2) registered mail (previously limited, unwisely, only to commercial or industrial entities); and 3) publication (limited to when the whereabouts of the defendant are unknown, or if the defendant is inaccessible or unidentified)); *see also* Brazilian Code Civ. P. art. 246 (2015) (showing current code on service substantively changed to allow service via post to individuals as well). It should be apparent, then, that if an applicant does not have an address for a target, the applicant must use letters rogatory for service (whereby a Brazilian judicial official will presumably use publication, which consists of two notices in a local newspaper with one notice in the official gazette (*diário oficial*)).

[52] *See generally* 20 U.S.T. 362, art. 3(1).

[53] *Id.*

[54] *See id.*

[55] *See* HSC art. 3.

[56] *See* note 51; *see* Fed. R. Civ. P. 4(c)(2) (defining that any nonparty over the age of 18 is authorized to serve documents but failing to mention forwarding authorities under the HSC).

[57] *See* 20 U.S.T. 362, art. 10(b) (declaring that "[a]ttorneys in the United States are authorized to perform legal functions in the State to which they are admitted to the bar").

[58] While both the U.S. and Brazil are parties to the Vienna Convention on the Law of Treaties, only the U.S. has yet to ratify the treaty, which establishes the rules and procedures for how treaties are defined, drafted, enforced, amended, interpreted, and generally operate. *See generally* 1155 U.N.T.S. 331.

[59] American courts interpret treaties "in the nature of a contract between nations." *Trans World Airlines, Inc. v. Franklin Mint Corp.,* 466 U.S. 243, 253 (1984). Like other contracts, treaties "are to be read in the light of the conditions and circumstances existing at the time they were entered into, with a view to effecting the objects and purposes of the [s]tates thereby contracting." *Rocca v. Thompson*, 223 U.S. 317, 331-32 (1912); *see also Marks v. Hochhauser*, 876 F.3d 416, 420 (2d Cir. 2017) (citing the Vienna Convention on the Law of Treaties for the same principles). The shared expectations of the contracting parties govern giving the specific words of a treaty a meaning consistent thereto. *Air France v. Saks*, 470 U.S. 392, 399 (1985). Applying these principles necessarily "begins with [the] text" of a treaty. *Medellin v. Texas*, 552 U.S. 491, 506 (2008). However, as the U.S. Supreme Court has emphasized, courts have latitude to examine "the negotiation and drafting history of the treaty" as well as "'the post[-]ratification understanding' of signatory nations." *Id.* at 507; *see also Factor v. Laubenheimer*, 290 U.S. 276, 294-95 (1933) (holding that "[i]n considerations which should govern the diplomatic relations between nations, and the good faith of treaties," court may "look beyond its written words to the negotiations and diplomatic correspondence of the contracting parties relating to the subject-matter, and to their own practical construction of it"). Therefore, U.S. courts have wide latitude in interpreting treaties so long as they do not "alter, amend, or add to any treaty, by inserting any clause, whether small or great, important or trivial." *See Chan v. Korean Air Lines, Ltd.*, 490 U.S. 122, 135 (1989).

[60] Amanda Michelle Waide, *To Comply or Not Comply? Brazil's Relationship with the Hague Convention on the Civil Aspects of International Child Abduction*, 39 Ga. J. Int'l & Comp. L. 271 (2011); Karen Mazurkewich, *Brazil's Compliance with the Hague Convention Is Questioned*, https://www.international-divorce.com/brazils-compliance-hague.htm.

[61] U.S. Dept. of State, *Report on Compliance with the Hague Convention on the Civil Aspects of Int'l Child Abduction* 13-14 (2009) (identifying Brazil as one of only a few non-conforming nations); *see* U.S. Dept. of State, Int'l Parental Child Abduction, *Report on Compliance with the Hague Convention on the Civil Aspects of Int'l Child Abduction* 4 (Apr. 2014), *available at* https://travel.state.gov/content/dam/childabduction/complianceReports/2014.pdf (finding continuing pattern of noncompliance due to, inter alia, lengthy reviews and numerous appeals).

[62] *Accord Declaratory Action on Constitutionality,* Supremo Tribunal Federal (2019) (disallowing by Brazil's Supreme Court execution of judgment until any process or appeal, special or otherwise, is final), *available at* http://www.stf.jus.br/arquivo/cms/noticiaNoticiaStf/anexo/ADCvotoRelator.pdf; *cf.* Brazil'n Const. at art. 5, Item LVII (delaying final judgment until all appeals exhausted).

[63] *See* note 36.

[64] *See, e.g.,* Mathias Reimann, Cost and Fee Allocation in Civil Procedure: A Synthesis 3, 5-6 (2012) (showing that many civil systems require that the loser pay all of the costs whereas some have a fixed schedule).

[65] *See generally* Brazilian Code Civ. P. arts. 82-85 (2015) (mandating fee-shifting and taxing of costs to the losing party). It should be obvious that a litigious target wanting to avoid a mandate incurs no risk of shifting fees should a non-Brazilian based plaintiff not enter an appearance. *Cf.* note 38 (concerning exequatur).

[66] This author has had informal communications with the BCA.

[67] This would be accomplished through motion's practice with necessary exhibits, including any affidavit or declaration.

[68] U.S. Const. Supremacy Clause (requiring court rules, both state and federal, to yield to ratified treaties); HSC art. 15 (empowering that a "judge may order… any provisional or protective measures"); *see also* Fed. R. Civ. P. 4(f)(3) (allowing specifically the court to order service by any "means not prohibited by international agreement").

[69] Courts routinely issue orders and make declarations whose sole purpose is to mitigate or eliminate risk for a movant, *e.g., Grede v. FCstone*, LLC, 746 F.3d 244, 255 (7th Cir. 2014) (approving of a "comfort order" in authorizing the disbursement of funds); *see also In re Hill*, 364 B.R. 826, 827, n.1 (Bankr. M.D. Fla. 2007) (tracing power for comfort orders at least in the bankruptcy context to 11 U.S.C. §105(a), which supplies those courts with the authority to "issue any order, process, or judgment that is necessary or appropriate to carry out [statutory] provisions") (citing *Marrama v. Citizens Bank of Mass.*, 127 S. Ct. 1105 (2007)). Similarly, state and federal courts have the power to issue any order that is necessary to execute the provisions of the HSC, *e.g.,* HSC art. 15.

[70] This author has already had multiple U.S. courts grant such requested relief. Additionally, this author has testified in court concerning his expertise about the HSC in Brazil.

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