

**FILED**

**IN THE CHANCERY COURT, STATE OF WYOMING**

**2026 WYCH 11**

Credit Glory, LLC,

Plaintiff,

v.

Jessica Yocum, individually,

Defendant.

Case No. CH-2026-0000003

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**Order Denying Amended Motion  
for Order Authorizing Alternative Service of Process upon Defendant**

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[¶1] This order addresses whether parties may agree in advance to accept service of process through procedures not enumerated in Rule 4. The due process rights embedded in Rule 4’s requirements may be waived, but only by unequivocal terms. The agreement offered by plaintiff does not meet that standard; its request for alternative service of process will be denied.

**BACKGROUND**

[¶2] Credit Glory sues Ms. Yocum, its former employee, for breach of a non-solicitation and non-competition agreement and related claims. *Compl.* (FSX No. 78259286). That agreement contains Wyoming choice-of-law, forum-selection, consent-to-jurisdiction provisions, as well as a service-of-process provision. *Id.* at Ex. A, §§ 17, 19. The service-of-process provision allows service by U.S. registered or certified mail, or a “substantially similar form of mail,” postage prepaid and directed to the addresses identified in the agreement’s “Notices” section. *Id.* at Ex. A, § 19. Yet, the “Notices” section does not identify any mailing addresses. *Id.* at Ex. A, § 22. It lists only the email addresses for the parties. *Id.*

[¶3] Initially, after unsuccessful attempts at personal service, Credit Glory moved for alternative service by email on Ms. Yocum, relying on purported civil procedure rules. (FSX No.79081442). The court denied that motion because it had misstated the Wyoming Rules of Civil Procedure for the Chancery Court and otherwise lacked support. *Credit Glory v. Yocum*, 2026 WYCH 8 (Wyo. Ch. C. Apr. 28, 2026). The denial was without prejudice and allowed refiling.

[¶4] Credit Glory has now amended its motion. This time, it grounds its request for service by email in the service-of-process clause contained in the parties’ agreement. (FSX No. 79376202).

## LAW

### **Rule 4 governs service of process.**

[¶5] “A civil action is commenced in the chancery court when service is completed upon all defendants, pursuant to Rule 4.” W.R.C.P.Ch.C. 3(a). Rule 4 sets forth the methods of service, contemplating personal service in most circumstances and allowing constructive or alternative service in limited circumstances. *See Hopeful v. Etchepare, LLC*, 2023 WY 33, ¶¶ 33-37, 528 P.3d 414, 423–25 (Wyo. 2023). In most cases, properly served process under Rule 4 gives a court personal jurisdiction over a defendant. *Id.* ¶ 29, 528 P.3d at 423. Currently, the list of alternative service methods in Rule 4 does not include service by email.

[¶6] The “fundamental due process rights to notice and an opportunity to be heard” may generally be infringed “only to the extent permitted by legislative or judicially promulgated rules of procedure.” *Id.* ¶ 30, 528 P.3d at 423. As a result, rules and statutes providing for service of process—including Rule 4—are strictly construed. *Id.* That is especially true when a defendant resides outside of the state. *Gookin v. State Farm Fire & Cas. Ins. Co.*, 826 P.2d 229, 234 (Wyo. 1992).

### **Parties may waive Rule 4’s protections and agree to alternative service methods.**

[¶7] Even due process rights can be waived, however. *In Int. of L-MHB*, 2017 WY 110, ¶ 32, 401 P.3d 949, 959 (Wyo. 2017) (quoting *Verheydt v. Verheydt*, 2013 WY 25, ¶ 24, 295 P.3d 1245, 1251 (Wyo. 2013)) (in turn citing *D.H. Overmyer Co. v. Frick Co.*, 405 U.S. 174, 184–187 (1972); *Nat’l Equip. Renta Ltd. v. Szukhent*, 375 U.S. 311, 315–316 (1964) and *Boddie v. Connecticut*, 401 U.S. 371, 378–379 (1971)). Such a “waiver occurs when there is an intentional relinquishment of a known right manifested in an unequivocal manner.” *L-MHB*, ¶ 32, 401 P.3d at 959–60. Waiver of a fundamental right is not favored; behavior supporting two reasonable inferences is insufficient. *See Cathcart v. Meyer*, 2004 WY 49, ¶ 21, 88 P.3d 1050, 1060 (Wyo. 2004); *Murphy v. Stevens*, 645 P.2d 82, 93 (Wyo. 1982).

[¶8] In Wyoming, parties may contractually deviate from Rule 4’s protections. *See Anderson v. Sno-King Vill. Ass’n, Inc.*, 745 P.2d 540 (Wyo. 1987) (settlement agreement allowing service of process on attorney of record can confer personal jurisdiction in future lawsuit); *W. Mun. Const. of Wyoming, Inc. v. Better Living, LLC*, 2010 WY 92, ¶ 11, 234 P.3d 1223, 1227 (Wyo. 2010) (a settlement agreement is a contract).

[¶9] The same is true in federal court. In the words of the United States Supreme Court, “parties to a contract may agree in advance to submit to the jurisdiction of a given court, to permit notice to be served by the opposing party, or even to waive notice altogether.” *Nat’l Equip. Rental*, 375 U.S. at 315–16 (cited in *Anderson*, 745 P.2d at 544). Or as stated by Wright & Miller (also cited in *Anderson*), “a person or

an entity can consent to receive service of process in a manner that deviates from Rule 4 or can waive notice and service altogether” and “it is common practice in many commercial contexts for the parties to incorporate service provisions into their contracts.” 4 Wright & Miller, Fed. Prac. & Proc. § 1062 (4th ed.).

[¶10] Courts in other jurisdictions have found email an appropriate agreed-upon alternative method of service. As an example, in *Wynwood Cap. Grp., LLC v. Confluence Corp.*, 82 Misc. 3d 1247(A), 209 N.Y.S.3d 829, slip op. at \*3–6 (N.Y. Sup. Ct. 2024), a New York state court concluded that contracting parties were “free to mutually agree upon a method of service of process other than those provided for in statute,” including service by email. And as an example from federal court, in *Square Ring Inc. v. Troyanovsky*, No. 3:16-CV-641-MCR-GRJ, 2018 WL 7350674, at \*4–6 (N.D. Fla. Feb. 12, 2018), a federal district court held that parties “may agree in advance to a method of service not otherwise permitted by Rule 4,” and enforced a contractual email-service provision.

### **Contracts are interpreted as written.**

[¶11] Wyoming courts interpret contracts by ascertaining the parties’ intent. *Schell v. Scallon*, 2019 WY 11, ¶ 15, 433 P.3d 879, 884 (Wyo. 2019). They do so by giving “contract’s terms the plain meaning that a reasonable person would give to them” and employing “common sense” while ascribing “the words with a rational and reasonable intent.” *Id.* Contracts are interpreted “as a whole, reading each provision in light of all the others to find their plain meaning.” *Id.* Each provision is presumed to have a purpose; any interpretation that renders any provision meaningless should be avoided. *Id.*

### **ANALYSIS**

[¶12] In Wyoming, parties may contractually waive Rule 4’s protections and consent to alternative methods of service.<sup>1</sup> The court sees no reason why email would be inappropriate to provide the notice duly owed a litigant. But a party must unequivocally consent to such a method of service of process for it to provide a court with personal jurisdiction. Because the rights at issue are fundamental, the court strictly construes the parties’ contract and concludes that Ms. Yocum did not unequivocally waive her Rule 4 protections.

[¶13] The agreement includes two pertinent sections speaking to notice.

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<sup>1</sup> The court recognizes that W.R.C.P.Ch.C. 3(a) provides that an action commences when service is completed “pursuant to Rule 4” and that Rule 4 does not expressly address contractual service-of-process agreements. Rule 4 does, however, recognize waiver of formal service requirements. W.R.C.P.Ch.C. 4(v). That recognition suggests that the procedures governing service may be voluntarily and consensually waived by agreement. Wyoming’s long-arm statute further provides that service outside Wyoming may be “proved according to the Wyoming Rules of Civil Procedure or any order of the court.” Wyo. Stat. § 5-1-107(b). The legislature thus recognizes that courts retain some authority concerning service procedures beyond the default methods specifically enumerated in Rule 4.

[¶14] In Section 19, Glory and Ms. Yocum irrevocably submitted to the jurisdiction of Wyoming courts “for any action arising out of or related to” the agreement and further agreed that “service of process in any such action or proceeding may be effected by mailing a copy thereof by U.S. registered or certified mail (or any substantially similar form of mail), postage prepaid, at the addresses listed in the ‘Notices’ section of this Agreement.” *Compl.*, Ex. A, § 19.

[¶15] That “Notices” section, Section 22, governs “[a]ll notices and other communications,” requiring written notice by in-person delivery, FedEx or other internationally recognized overnight delivery services, or by fax or email when the parties designate addresses in the agreement and confirm receipt. *Id.* at Ex. A, § 22. Significantly, although the agreement contemplated the possibility of traditional mailing addresses, neither party supplied one. Instead, both parties designated only email addresses for notices under the agreement. *Id.*

[¶16] Reading these sections together and construing the agreement as written, the court concludes that the parties contemplated different methods of notice for general communications and for service of process. Namely, general notices could be (1) hand delivered, (2) sent through FedEx (or internationally recognized overnight delivery service), or (3) faxed or emailed. Process, meanwhile, could be served only by certified or registered USPS mail (or a substantially similar form of mail), postage prepaid. The distinction is material. *See, e.g., Greystone CDE, LLC v. Sante Fe Pointe L.P.*, No. 07 CV 8377RPP, 2007 WL 4230770, at \*5 (S.D.N.Y. Nov. 30, 2007).

[¶17] Because Ms. Yocum did not designate a postal address in Section 22, she did not unequivocally agree to the alternative service of process contemplated by Section 19. To conclude that she did, the court would have to rewrite Section 19 to say that the parties agreed that they could serve process “by any method set forth in Section 22.”

[¶18] One may argue that email sent to a designated address with confirmed receipt qualifies as a “substantially similar form of mail” under Section 19. Like certified or registered mail, email directed to a designated address transmits written notice to an identified recipient. And where email receipt is confirmed, email provides verification of delivery analogous to the signed receipt associated with certified or registered mail. The court sees merit in those considerations, especially for cases in a chancery court designed to foster speedy resolution of business disputes. But the court finds such an interpretation equally compelling at best, and behavior giving rise to multiple reasonable inferences does not amount to an unequivocal waiver. *See Cathcart*, ¶ 21, 88 P.3d at 1060. Nor may the court delete the phrase “postage prepaid” from the parties’ agreement. *Schell*, ¶ 15, 433 P.3d at 884.

## CONCLUSION

[¶19] When agreed upon, email could be a suitable alternative method of serving process in Wyoming. But to allow that method here, the court would have to rewrite the terms of the parties' agreement. Because Ms. Yocum did not unequivocally waive her due process rights, *Plaintiff's Amended Motion for Alternative Service on Defendant Yocum* is **DENIED**.

**SO ORDERED.**

**Dated:** 5/26/2026

/s/ Benjamin M. Burningham  
CHANCERY COURT JUDGE