

[DO NOT PUBLISH]

In the
United States Court of Appeals
For the Eleventh Circuit

No. 21-12011

Non-Argument Calendar

BRADLEY JAMES ALBERT,

Plaintiff-Appellant,

versus

DISCOVER BANK,

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 1:20-cv-05146-MLB

Before WILLIAM PRYOR, Chief Judge, WILSON and ANDERSON, Circuit Judges.

PER CURIAM:

Bradley Albert appeals *pro se* the dismissal of his complaint against Discover Bank. The district court dismissed Albert's complaint for insufficient service of process, Fed. R. Civ. P. 12(b)(5), and denied his motion for a default judgment. We affirm.

On a dismissal for failure to effectuate service of process, we review findings of fact for clear error and the application of law to those facts *de novo*. *Albra v. Advan, Inc.*, 490 F.3d 826, 829 (11th Cir. 2007). We review the denial of a motion for a default judgment for abuse of discretion. *Mitchell v. Brown & Williamson Tobacco Corp.*, 294 F.3d 1309, 1316 (11th Cir. 2002).

The district court did not err. Albert failed to properly serve process for the district court to exercise personal jurisdiction over Discover Bank. *See Hemispherx Biopharma, Inc. v. Johannesburg Consol. Invs.*, 553 F.3d 1351, 1360 (11th Cir. 2008). Albert neglected to attach a summons to his complaint. *See* Fed. R. Civ. P. 4(c)(1). He mailed a copy of his complaint to Discover Bank "through U.S. First Class with tracking and adequate postage" to a post office box in Salt Lake City, but neither Rule 4, *id.* 4(e)(2), nor the law of Georgia, "where the district court is located," *id.* 4(e)(1); O.C.G.A. § 9-11-4(e)(1)(A), allows service of process by mail. And in Utah, where Albert mailed his complaint, a party must obtain a signature

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confirmation to perfect service by mail. Utah R. Civ. P. 4(d)(2)(B). Even after Discover Bank moved to dismiss, Albert never attempted to perfect service of process.

Albert argues that Discover Bank waived service of process, but we disagree. Albert never sent the bank a notice and request for a waiver of service, Fed. R. Civ. P. 4(d), nor did the bank agree to waive formal service. *Lepone-Dempsey v. Carroll Cty. Comm'rs*, 476 F.3d 1277, 1281 (11th Cir. 2007).

Albert also never moved for an extension of time to perfect service, Fed. R. Civ. P. 4(m), and he offers no “good cause”—that is, “some outside factor, such as reliance on faulty advice, rather than inadvertence or negligence”—to excuse his inadequate service, *Lepone-Dempsey*, 476 F.3d at 1281–82. And without proper service of process, the district court had no power to enter a default judgment against the bank.

We **AFFIRM** the dismissal of Albert’s complaint.