

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TEXAS, AUSTIN DIVISION

NXP USA, Inc. v. PTW America, LLC, PTW Asia PTE, Ltd., and
MLS Corp.

NXP USA · No. 1:25-CV-1086-RP · Decided January 8, 2026

SUMMARY

The United States District Court for the Western District of Texas granted NXP USA, Inc.’s unopposed motion for leave to serve MLS Corp. by alternative means. The Court authorized service by email on MLS Corp.’s CEO and its Texas-based counsel, finding that the Hague Convention did not apply because MLS Corp.’s address was unknown after failed service attempts and that the authorized method satisfied due process.

CASE DETAILS

COURT	United States District Court for the Western District of Texas, Austin Division
WRITING FOR THE COURT	Robert Pitman
JURISDICTION	United States District Court for the Western District of Texas, Austin Division
DECIDED	January 8, 2026
DOCKET	1:25-CV-1086-RP
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 4(f)(3) and Rule 4(h)(2) for leave to serve foreign defendant MLS Corp. by email through its Texas-based attorneys and its chief executive officer. The motion was unopposed.
STANDARD OF REVIEW	The district court has discretion to authorize alternate service under Rule 4(f)(3), subject to the requirements that the method not be prohibited by an international agreement and be reasonably calculated to provide notice consistent with due process.
PRECEDENTIAL VALUE	Unknown

TOPICS

service of process

civil procedure

commercial litigation

breach of contract

PRACTICE AREAS

civil procedure

commercial litigation

contracts

QUESTIONS PRESENTED

1. Whether the Hague Convention prohibited alternate email service on MLS Corp. when NXP had unsuccessfully attempted service at the only two available addresses and MLS Corp.'s address was therefore unknown.
2. Whether service by email on MLS Corp.'s attorneys and CEO was reasonably calculated to provide notice and therefore satisfied due process under Rule 4(f)(3).
3. Whether the court should authorize service on a foreign corporation under Rule 4(h)(2) through a method permitted by Rule 4(f)(3).

HOLDINGS

1. The Hague Convention did not apply because MLS Corp.'s address was unknown after NXP's unsuccessful attempts to serve the entity at its only two available addresses.
2. Email service on MLS Corp.'s counsel and CEO was reasonably calculated to notify MLS Corp. of the action and therefore comported with due process.
3. A plaintiff seeking alternate service under Rule 4(f)(3) need not first attempt every method listed in Rule 4(f)(1) and (f)(2).

KEY QUOTATIONS

“Constitutional due process requires only that service of process provide ‘notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” (Section II)

“The decision to accept or deny service by alternate means pursuant to Rule 4(f)(3) falls soundly within the discretion of the district court.” (Section II)

“Because NXP will also be serving MLS Corp.’s counsel, however, the Court finds the combination of serving both MLS Corp.’s counsel and its CEO via email comports with due process.” (Section III)

FACTUAL BACKGROUND

NXP sued PTW America, PTW Asia, and South Korean entity MLS Corp. over contracts concerning the purchase, funding, and delivery of semiconductor equipment. MLS Corp. declined to waive service, and NXP's attempts to serve it at two South Korean addresses under the Hague Convention failed. NXP sought to serve MLS Corp. by emailing its known counsel and its CEO, using email addresses connected to their prior communications concerning MLS Corp. and the underlying contracts.

PROCEDURAL HISTORY

NXP filed a breach-of-contract complaint on July 11, 2025. After MLS Corp. declined to waive service, NXP attempted service at two addresses in South Korea through the Hague Convention, but both attempts failed. NXP then sought authorization for alternate service by email; the district court granted the motion and prescribed the email-service procedure.

DISPOSITION

other

CASES CITED

- Your True Nature, Inc. v. JF Show Store, No. 1:22-CV-1205-RP, 2022 WL 20286305, at *1 (W.D. Tex. Nov. 17, 2022)
- Acqis LLC v. Lenovo Group Ltd., No. 6:20-CV-00967-ADA, 2022 WL 2078035, at *1 (W.D. Tex. June 9, 2022)
- Natty Paint LLC v. Individuals, Bus. Entities, & Unincorporated Associations Identified on Exhibit 1, No. 1:22-CV-1193-LY, 2023 WL 3681682, at *1 (W.D. Tex. Jan. 17, 2023)
- Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950)
- United States v. Real Prop. Known As 200 Acres of Land Near FM 2686 Rio Grande City, Tex., 773 F.3d 654, 659 (5th Cir. 2014)
- YETI Coolers, LLC v. Xiangsong, No. 1:24-CV-263-RP, 2024 WL 1520970, at *2 (W.D. Tex. Apr. 8, 2024)
- Garcia v. Rancho Cinegetico El Gran Chaparral II, S. de R.L. de C.V., No. 1:24-CV-522-RP, 2024 WL 5373335, at *3 (W.D. Tex. June 28, 2024)