

**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A22-0467**

Husky Construction, Inc.,  
Respondent,

vs.

Gestion G. Thibault, Inc. a/k/a E2SH,  
Appellant.

**Filed December 5, 2022  
Reversed  
Frisch, Judge**

Hennepin County District Court  
File No. 27-CV-21-1740

Courtney J. Ernston, Minnesota Construction Law Services, PLLC, Vadnais Heights,  
Minnesota (for respondent)

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appellant)

Considered and decided by Reyes, Presiding Judge; Slieter, Judge; and Frisch,  
Judge.

**SYLLABUS**

In examining the sufficiency of contacts with the forum state to determine the  
existence of specific personal jurisdiction over a nonresident defendant, we generally focus  
on those contacts leading up to and surrounding the accrual of the cause of action.

## OPINION

**FRISCH**, Judge

This interlocutory appeal follows an unsuccessful challenge to the exercise of specific personal jurisdiction by a Minnesota court over a Canadian company that completed a single business transaction with a Minnesota company. We reverse the district court's denial of the Canadian company's motion to dismiss for lack of personal jurisdiction because Minnesota's exercise of specific personal jurisdiction over the Canadian company would violate due process.

## FACTS

This matter relates to the advertisement and sale of a piece of equipment known as a Finn T330 hydroseeder. Appellant Gestion G. Thibault, Inc., also known as E2HS (E2HS), advertised the hydroseeder and respondent Husky Construction, Inc. (Husky) purchased the hydroseeder. In this action, Husky asserts various claims against E2HS related to its allegation that the hydroseeder was not in good working condition as represented and warranted by E2HS. E2HS moved to dismiss the complaint for lack of specific personal jurisdiction, and the district court denied that motion. E2HS appeals the denial of its motion to dismiss. The record contains the following allegations and facts pertinent to jurisdiction.

E2HS is a Canadian company registered to conduct business in Quebec, Canada. E2HS has only one physical location, in Becancour, Quebec. E2HS has no employees or officers outside of Quebec. The vast majority of E2HS's business occurs in Eastern Canada. E2HS has no operations in Minnesota. E2HS has never had any operations in

Minnesota. Before the transaction at issue in this case, E2HS had never transacted business in Minnesota or with a Minnesota company. E2HS does not have any assets in Minnesota.

E2HS advertises inventory in *Machinery Trader, Eastern Canada* magazine, also known as *MarketBook Eastern Canada (Machinery Trader)*. *Machinery Trader* also has a website, and E2HS inventory advertised in the magazine is also published on the magazine's website.

In April 2020, E2HS advertised the hydroseeder with *Machinery Trader*. The advertisement was published on the magazine's website. The website advertisement contains a toll-free number provided by the magazine. Calls to the toll-free number are forwarded to E2HS. Husky, a Minnesota entity, viewed the advertisement on the internet and decided to contact E2HS using the toll-free number.

On April 29, 2020, Husky initiated a call to E2HS to inquire about the hydroseeder. E2HS answered the call in French. E2HS responded that it would call Husky back "to discuss the posting." E2HS returned the call to Husky. Husky asked for some new pictures of the hydroseeder, and E2HS sent the requested photos to Husky. The photos depicted a truck attached to the hydroseeder. Husky asked E2HS if the truck was also available. E2HS informed Husky that "the listed price was just for the hydroseeder tank and did not include the price of the attached truck" depicted in the photos. Husky and E2HS discussed the condition of the hydroseeder as refurbished. The parties discussed shipping and customs. At the conclusion of the call, E2HS informed Husky that it would obtain certain shipping and customs cost estimates. At some point, E2HS also described the truck to Husky.

E2HS returned the call to Husky with a shipping cost estimate and inquired if Husky was still interested in completing a purchase. Husky said it was interested in a purchase of the hydroseeder and truck and desired “to move forward with the sale documents.”

Thereafter, the parties exchanged an unspecified number of emails and telephone calls. On May 1, the parties exchanged several calls regarding when shipment would occur and an inspection of the hydroseeder. The record does not indicate who initiated these calls. That same date, E2HS sent an email stating, “Thanks for your order.” E2HS also told Husky “[t]o proceed with US Customs, we need your FED ID # and complete detail[]ed business information. (ad[d]ress, contact, etc. . . .).” Husky responded with shipping details, federal identification for customs, and contact information.

On May 4, E2HS emailed Husky that it would “have the invoice and bank info provide[d] to you later today.” E2HS later responded to an inquiry from Husky about delivery time with details of its ongoing repair of the hydroseeder. E2HS then sent to Husky an order confirmation and wire instructions.

On May 6, Husky wired the purchase funds to E2HS. Periodically during May, the parties discussed the condition of the hydroseeder, and E2HS notified Husky of progress on repairs. On June 3, E2HS sent the hydroseeder and truck to Husky in Minnesota. No E2HS employees traveled to Minnesota in connection with this sale.

Husky alleges that the hydroseeder immediately malfunctioned. Husky brought the hydroseeder to an authorized repair dealer for inspection and was advised that the equipment was not as represented by E2HS. Husky specifically alleges that the hydroseeder was not refurbished, that most of the component parts needed replacement,

and that repairs would cost several thousand dollars. In July, Husky notified E2HS of the necessary repairs, and E2HS requested more information from Husky, stating it would “help you in that manner.” Husky claims to have spent \$81,857.18 in costs associated with the allegedly defective hydroseeder.

The district court denied E2HS’s motion to dismiss for lack of personal jurisdiction because it determined that “E2HS’s contacts with Husky are sufficient in this matter to establish the Court’s personal jurisdiction over E2HS.” This interlocutory appeal follows.

### **ISSUE**

Would Minnesota’s exercise of specific personal jurisdiction over E2HS violate due process?

### **ANALYSIS**

E2HS argues that the district court erred in denying its motion to dismiss for lack of specific personal jurisdiction because E2HS lacks the necessary connection to Minnesota as the forum state to satisfy due-process requirements for the exercise of jurisdiction.

Personal jurisdiction refers to “the court’s power to exercise control over the parties.” *Leroy v. Great W. United Corp.*, 443 U.S. 173, 180 (1979). “The requirement that a court have personal jurisdiction flows . . . from the Due Process Clause” of the Fourteenth Amendment to the United States Constitution. *Ins. Corp. of Ir., Ltd. v. Compagnie des Bauxites de Guinee*, 456 U.S. 694, 702 (1982). The Due Process Clause “limits the ability of a state to exercise its coercive power by asserting jurisdiction over non-resident defendants.” *Bandemer v. Ford Motor Co.*, 931 N.W.2d 744, 749 (Minn. 2019) (citing *Bristol-Myers Squibb Co. v. Super. Ct. of Cal.*, 137 S. Ct. 1773, 1779 (2017)).

The personal jurisdiction of Minnesota courts over a nonresident defendant is governed by Minnesota’s long-arm statute, Minn. Stat. § 543.19 (2020), which “extend[s] the personal jurisdiction of Minnesota courts as far as the Due Process Clause of the federal constitution allows.” *Valspar Corp. v. Lukken Color Corp.*, 495 N.W.2d 408, 410 (Minn. 1992). The long-arm statute “prevents personal jurisdiction over a nonresident defendant if it would violate fairness and substantial justice.” *Bandemer*, 931 N.W.2d at 749 (quotation omitted). In evaluating whether the exercise of personal jurisdiction is consistent with due process such that a party may be required to defend claims in Minnesota, we “may simply apply the federal case law” regarding personal jurisdiction. *Id.* (quotation omitted); *Rilley v. MoneyMutual, LLC*, 884 N.W.2d 321, 327 (Minn. 2016).

A state may not exercise personal jurisdiction over a nonresident defendant unless the defendant has “minimum contacts” with the state and maintenance of the action “does not offend traditional notions of fair play and substantial justice.” *Int’l Shoe Co. v. Washington, Off. of Unemployment Compensation & Placement*, 326 U.S. 310, 316 (1945) (quotation omitted). A nonresident defendant has the requisite “minimum contacts” with Minnesota if it “purposefully availed” itself of the privilege of conducting business in Minnesota such that it “should reasonably anticipate being haled into court there.” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474-78 (1985) (quotations omitted).

Two types of personal jurisdiction exist: general personal jurisdiction and specific personal jurisdiction. *Domtar, Inc. v. Niagara Fire Ins. Co.*, 533 N.W.2d 25, 30 (Minn. 1995). General personal jurisdiction relates to “contacts unrelated to the litigation” including “domicile or continuous and systematic contacts with the forum state.” *Rilley*,

884 N.W.2d at 327 n.7 (quotation omitted). Specific personal jurisdiction may arise when “the defendant’s contacts with the forum state are limited, yet connected with the plaintiff’s claim such that the claim arises out of or relates to the defendant’s contacts with the forum.” *Domtar*, 533 N.W.2d at 30. Only specific personal jurisdiction is at issue here.

We analyze five factors in evaluating whether the exercise of jurisdiction is consistent with traditional notions of fair play and substantial justice embedded in the due-process guarantee: “(1) the quantity of contacts with the forum state; (2) the nature and quality of those contacts; (3) the connection of the cause of action with these contacts; (4) the interest of the state in providing a forum; and (5) the convenience of the parties.” *Bandemer*, 931 N.W.2d at 749 (quotation omitted). The first three factors relate to whether a nonresident defendant has sufficient “minimum contacts” with Minnesota, and the last two factors establish the reasonableness of jurisdiction under the concepts of “fair play and substantial justice.” *Juelich v. Yamazaki Mazak Optonics Corp.*, 682 N.W.2d 565, 570 (Minn. 2004).

We focus on “the relationship among the defendant, the forum, and the litigation” and consider whether the “defendant’s suit-related conduct” creates “a substantial connection with the forum State” in determining the existence of minimum contacts for purposes of determining specific personal jurisdiction. *Walden v. Fiore*, 571 U.S. 277, 283-84 (2014) (quotations omitted). We “look to the defendant’s contacts with the forum State itself and not [a nonresident] defendant’s random, fortuitous, or attenuated contacts with persons affiliated with the State or persons who reside there.” *Bandemer*, 931 N.W.2d

at 750 (quotations omitted). The physical presence of the nonresident defendant in Minnesota is not required to exercise specific personal jurisdiction. *Id.*

“Whether personal jurisdiction exists is a question of law, which we review de novo.” *Id.* at 749 (quotation omitted). In our review of a motion to dismiss for lack of personal jurisdiction, we accept all factual allegations in the complaint and supporting affidavits as true. *Rilley*, 884 N.W.2d at 326.

Against this backdrop, we consider the five factors set forth in *Bandemer* to determine whether E2HS has sufficient minimum contacts with Minnesota and whether the exercise of jurisdiction is consistent with the concepts of fair play and substantial justice.

#### ***Quantity of Contacts with the Forum State***

“It is a defendant’s contacts with the forum state that are of interest in determining if [personal] jurisdiction exists, not its contacts with a resident.” *Scullin Steel Co. v. Nat’l Ry. Utilization Corp.*, 676 F.2d 309, 313 (8th Cir. 1982) (quotation omitted).

The unilateral activity of those who claim some relationship with a nonresident defendant cannot satisfy the requirement of contact with the forum State. The application of that rule will vary with the quality and nature of the defendant’s activity, but *it is essential* in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting business in the forum State, thus invoking the benefits and protections of its laws.

*Hanson v. Denckla*, 357 U.S. 235, 253 (1958) (emphasis added). “Merely entering into a contract with a forum resident does not provide the requisite contacts between a (nonresident) defendant and the forum state.” *Scullin Steel*, 676 F.2d at 313 (quotation omitted).



The record sets forth contacts between E2HS and Husky in consummating the transaction. The record shows that Husky viewed an online advertisement for the hydroseeder, E2HS made an unspecified number of telephone calls and sent an unspecified number of emails to Husky, and E2HS shipped the hydroseeder to Husky in Minnesota. These contacts were minimal, and but for this transaction, E2HS would have no connection to Minnesota whatsoever. The record does not set forth any contact between E2HS and Minnesota separate from this transaction. E2HS did not direct marketing efforts in Minnesota and had never conducted business in Minnesota or with any Minnesota resident before this transaction. We have previously determined that similar, limited contacts associated with a single, internet-based purchase are insufficient to establish the quantity of contacts favoring the exercise of specific personal jurisdiction. *See Sunnarborg Well Drilling, Inc. v. Thompson's Well Pump & Drilling, Inc.*, No. A04-2159, 2005 WL 1331722, at \*4 (Minn. App. June 7, 2005) (concluding that nonresident defendant's placement of advertisement in nationally circulated trade magazine with the advertisement also appearing in online magazine edition did not satisfy minimum contacts with forum when plaintiff was the only Minnesota entity proven to have accessed online advertisement). Given this record, we are unconvinced that E2HS has the requisite quantity of minimum contacts with Minnesota to satisfy the due-process requirement.

***Nature and Quality of Contacts with the Forum State***

“When the quantity of contacts is minimal . . . , the nature and quality of the contacts with a state are dispositive.” *Trident Enters. Int'l, Inc. v. Kemp & George, Inc.*, 502 N.W.2d 411, 415 (Minn. App. 1993). The essence of Husky's argument on appeal, and

the basis for the district court's order, is that a Minnesota court may exercise specific personal jurisdiction over E2HS because it entered into a contract and transacted business with a Minnesota company. That fact alone is insufficient to subject E2HS to personal jurisdiction in Minnesota. *See Burger King*, 471 U.S. at 478-79 (explaining that establishment of minimum contacts in a contract dispute requires evaluation of "prior negotiations and contemplated future consequences, along with the terms of the contract and the parties' actual course of dealing"); *see also Roth v. Garcia Marquez*, 942 F.2d 617, 622 (9th Cir. 1991) (noting that for purposes of determining purposeful availment of a forum by nonresident defendant, contracting "a one-shot deal that was merely negotiated and signed by one party in the forum" differs from contracts contemplating future performance in forum state).

E2HS argues that it does not have the requisite minimum contacts with Minnesota to satisfy the due-process requirement. We agree. The contacts that Husky alleges are, in totality, sufficient to satisfy the requirements of due process are: (1) E2HS's hydroseeder advertisement was published on the *Machinery Trader* website and that internet advertisement reached a consumer in Minnesota; (2) E2HS negotiated and entered into a contract for sale of the hydroseeder and truck with a Minnesota company; (3) during the negotiation and sale, some telephone calls and emails were initiated by E2HS to Husky and E2HS made representations about the condition of the equipment to a Minnesota company over the telephone and in emails; (4) E2HS managed the customs documents and delivered the hydroseeder and truck to Husky in Minnesota; and (5) after delivery, E2HS continued

discussions with Husky about the condition of the hydroseeder. The nature of these contacts does not satisfy the due-process requirement.

First, the internet advertisement for the hydroseeder does not justify the exercise of jurisdiction. In determining whether internet activity can give rise to the exercise of personal jurisdiction, we examine “the nature and quality of the commercial activity conducted on the Internet to determine whether the defendant purposefully availed itself of the laws of the forum state.” *Juelich*, 682 N.W.2d at 574 (quotation omitted). And “a purely national advertising campaign that does not target Minnesota specifically cannot support a finding of personal jurisdiction.” *Rilley*, 884 N.W.2d at 334. Minimum contacts exist where a nonresident defendant engages in “purposeful and active solicitation of Minnesota customers.” *BLC Ins. Co. v. Westin, Inc.*, 359 N.W.2d 752, 754 (Minn. App. 1985), *rev. denied* (Minn. Apr. 15, 1985). The record does not show that E2HS directed its advertising and marketing efforts toward Minnesota customers. E2HS is a Canadian company. It placed an advertisement in a print magazine directed toward customers in Eastern Canada. The advertisement was published on the *Machinery Trader* website. The fortuity of a Minnesota company viewing and acting upon such an internet advertisement is the type of random event that does not give rise to specific personal jurisdiction.

Second, the inclusion of the truck in the transaction does not augment the connection between E2HS and the forum state. We disagree with Husky’s characterization that its purchase of the truck from E2HS constitutes a second or separate transaction enhancing E2HS’s contact with the forum state. As part of its purchase negotiations for the hydroseeder, Husky inquired about purchasing the truck, and E2HS responded to Husky’s

inquiry. These negotiations culminated in a single business transaction whereby Husky purchased two items. Husky's choice to pursue multiple items as part of the same order does not increase E2HS's contacts with Minnesota.

Third, the circumstances surrounding the negotiation and sale of the hydroseeder do not establish sufficient minimum contacts between E2HS and Minnesota. Nothing about this transaction supports a conclusion that E2HS purposefully availed itself of the laws and protections of Minnesota. The record confirms that the transaction itself was complete upon the delivery of the hydroseeder and truck to Husky. E2HS had been paid by that time and did not contemplate any future obligation or ongoing relationship with Husky or the forum state. In other words, in this business transaction, E2HS would have no conceivable basis to avail itself of the laws and protections of Minnesota. The parties' use of telephone and email during the transaction does not, standing alone, satisfy the necessary minimum contacts to establish jurisdiction over E2HS. *Scullin Steel*, 676 F.2d at 314 ("The use of interstate facilities (telephone, the mail) . . . [is a] secondary or ancillary factor[] and cannot alone provide the minimum contacts required by due process."); *see also Digi-Tel Holdings, Inc. v. Proteq Telecom. (PTE), Ltd.*, 89 F.3d 519, 523 (8th Cir. 1996) ("Although letters and faxes may be used to support the exercise of personal jurisdiction, they do not by themselves establish jurisdiction."). And the nature of E2HS's communications with a Minnesota resident does not support a conclusion that E2HS purposefully availed itself of a legal forum in Minnesota.

Fourth, the delivery of equipment to Minnesota does not establish minimum contacts. "[T]he provision for delivery within the forum state is a secondary or ancillary

factor[] and cannot alone provide the minimum contacts required by due process.” *Scullin Steel*, 676 F.2d at 314 (quotation omitted).

Fifth, the parties’ post-sale communications about the hydroseeder do not support the exercise of jurisdiction. The fact that, after completion of the transaction, Husky complained about the condition of the hydroseeder to E2HS and E2HS discussed the same with Husky cannot satisfy the due-process requirement. “[T]he fair warning that due process requires arises . . . when the events that gave rise to the suit occurred.” *Steel v. United States*, 813 F.2d 1545, 1549 (9th Cir. 1987). When examining the sufficiency of a nonresident defendant’s contacts with a forum for purposes of determining specific personal jurisdiction, courts look to “those contacts leading up to and surrounding the accrual of the cause of action. Later events are not considered.” 16 *Moore’s Federal Practice* § 108.42[2][a], at 108-76 (Matthew Bender 3d ed. 2022).<sup>1</sup> At oral argument, Husky agreed that events occurring after accrual of the cause of action are not germane to

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<sup>1</sup> See also *XMission, L.C. v. Fluent LLC*, 955 F.3d 833, 848-49 (10th Cir. 2020); *Rocke v. Pebble Beach Co.*, 541 Fed. App’x 208, 212 (3d Cir. 2013); *Harlow v. Children’s Hosp.*, 432 F.3d 50, 61-62 (1st Cir. 2005); *Farmers Ins. Exch. v. Portage La Prairie Mut. Ins. Co.*, 907 F.2d 911, 913 (9th Cir. 1990) (“Only contacts occurring prior to the event causing the litigation may be considered.”); *United Phosphorous, Ltd. v. Angus Chem. Co.*, 43 F. Supp. 2d 904, 908 (N.D. Ill. 1999) (“The focus on whether a defendant has purposefully availed itself of the privilege of conducting activities in the forum state necessarily implies that only conduct prior to the accrual of the cause of action or, at the very latest, the filing of the lawsuit is relevant.”); *Toshiba Funding Auth. LTD. v. Somerset Marine, Inc.*, 923 F. Supp. 982, 986 (S.D. Tex. 1996) (explaining that defendant had no notice that the plaintiff had a connection with the forum state at the time the relevant policy was issued); *Stein v. Horwitz*, No. 98-2474, 1999 WL 710355, at \*2 (4th Cir. Sept. 13, 1999) (“As to the due process considerations, we assess Horwitz’s contacts with Maryland at the time of the accident.”); *Lamensdorf v. New York Univ.*, Civil Action No. 5:09-CV-424 (HL), 2010 WL 11519546, at \*6 (M.D. Ga. Mar. 24, 2010) (noting that flying to the forum state after the accident that caused the litigation did not create a contact for due-process purposes).

the jurisdiction inquiry. We therefore hold that, in examining the sufficiency of contacts with the forum state to determine the exercise of specific personal jurisdiction over a nonresident defendant, we generally focus on those contacts leading up to and surrounding the accrual of the cause of action.

We discern no difference between this matter and the circumstances arising in *RH Sealcoating & Asphalt Maint., Inc. v. Mach. Tradeoff, LLC*, Civil No. 18-2734 (DSD/BRT), 2019 WL 121952 (D. Minn. Jan. 7, 2019). There, a Minnesota company initiated a contract and warranty suit against a Texas company arising out of the purchase of a chip spreader advertised on *Machinery Trader's* website, the same publication in this matter. 2019 WL 121952, at \*1. The Texas company advertised to Texas local outposts and listed inventory on the *Machinery Trader* website. *Id.* The Minnesota company viewed the advertisement on the internet and called the Texas company to inquire about the purchase of the chip spreader. *Id.* In response to that inquiry, the Texas company sent an email to the Minnesota company with a cost estimate and contacted the Minnesota company multiple times to encourage the purchase of the equipment. *Id.* The parties thereafter exchanged communications related to the acquisition of the equipment, including invoices and wire payment instructions. *Id.* The Texas company delivered the equipment to Minnesota. *Id.* at \*2. The Minnesota company discovered that the machine did not work as promised, the Texas company declined to fix the problem, and the Minnesota company initiated suit in Minnesota. *Id.* at \*1.

The district court found that the contacts between the Texas company and Minnesota as the forum state did not satisfy due process and dismissed the action for lack

of specific personal jurisdiction. *Id.* at \*2-3. The court found that a single transaction for a product was insufficient to confer jurisdiction; the Minnesota company initiated the parties' relationship; the exchange of communication leading to the purchase of the equipment did not convert the Texas company to the aggressor in the transaction; the parties only communicated by telephone, email, and letter; and the delivery of equipment to Minnesota did not in itself establish the necessary contacts with the state. *Id.* at \*2. These facts and circumstances are nearly identical to those in this case, and Husky has not set forth a principled reason why we should reach a different result.<sup>2</sup>

### ***Connection Between Cause of Action and the Forum State***

Specific personal jurisdiction exists when a nonresident defendant “purposefully directed his activities at residents of the forum” and the action “arise[s] out of or relate[s] to those activities.” *Burger King*, 471 U.S. at 472 (quotations omitted). We focus on the relationship between the defendant, the forum, and the litigation. *Walden*, 571 U.S. at 283-84.

This case involves a single business transaction, where a Minnesota company claims that a nonresident defendant allegedly misrepresented the condition of equipment in an advertisement targeted to residents of Eastern Canada. Husky admits that the “advertisement lays the foundation for this lawsuit” because the advertisement contained

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<sup>2</sup> The circumstances in *RH Sealcoating* are more favorable to the exercise of jurisdiction than in this case because there, the Texas company contacted the Minnesota company “at least twenty (20) times to encourage [a] purchase [of] a chip spreader” and then after delivery of the invoice contacted the Minnesota company “several more times” to see if the Minnesota company was going to purchase the equipment. *Id.* at \*1. E2HS did not engage in similarly aggressive sales behavior.

alleged misrepresentations about the condition of the hydroseeder. We have previously determined that an asserted connection to Minnesota based on a misrepresentation in an advertisement published in a national trade magazine was insufficient to connect the nonresident defendant to the cause of action in Minnesota. *Now Foods Corp. v. Madison Equip. Co.*, 386 N.W.2d 363, 368 (Minn. App. 1986) (holding that “the asserted connection, i.e., the trade journal advertising, is too insubstantial to provide a connecting link with the cause of action by Now Foods in Minnesota”), *rev. granted* (Minn. July 16, 1986) *and ord. granting rev. vacated* (Minn. Nov. 17, 1986). This factor does not satisfy the due-process requirement.

#### ***Interest of State in Providing a Forum***

Husky argues that Minnesota has an interest in providing a forum for its injured resident. But that interest “has been de-emphasized in an attempt to slow the inexorable expansion of jurisdiction in state courts.” *S.B. Schmidt Paper Co. v. A to Z Paper Co.*, 452 N.W.2d 485, 489 (Minn. App. 1990) (quotations omitted). As a secondary factor in the overall analysis, “Minnesota’s interest in providing a forum, standing alone, is insufficient.” *Now Foods*, 386 N.W.2d at 368. “Even if a state’s interest is compelling, the primary focus must be on the nonresident’s interests and contacts with the forum state, not on the resident’s interests in having the case decided in its home state.” *Id.* (citing *W. Am. Ins. Co. v. Westin, Inc.*, 337 N.W.2d 676, 679-80 (Minn. 1983)). Minnesota’s interest in providing a forum therefore does not override the first three factors.



### *Convenience of the Parties*

Like Minnesota's interest in providing a forum, the convenience of the parties is a secondary consideration in determining the existence of specific personal jurisdiction. *See Dent-Air, Inc. v. Beech Mountain Air Serv., Inc.*, 332 N.W.2d 904, 907 (Minn. 1983) (identifying the interest of the state in providing a forum and the convenience of the parties as factors that deserve "lesser consideration"). Witnesses to this action are located both in Minnesota and Canada, and the parties would be equally inconvenienced by selection of the other's preferred forum. In such a situation, "convenience of the parties and witnesses is a neutral factor in the analysis." *Juelich*, 682 N.W.2d at 575-76.

### **DECISION**

The circumstances surrounding the single business transaction between Husky and E2HS do not establish the requisite minimum contacts with Minnesota as the forum state necessary to satisfy the due-process requirement. E2HS did not purposefully avail itself of the laws and protections of Minnesota. It did not initiate business in Minnesota. E2HS has no offices, facilities, property, employees, or equipment in Minnesota. It does not actively or purposefully direct its advertisements to Minnesota residents. Husky initiated and pursued a business relationship with E2HS. The post-delivery communications between the parties do not satisfy due-process requirements. Based on the parties' negotiations, and the lack of contemplated future consequences, E2HS did not have the requisite minimum contacts with Minnesota to support the exercise of specific personal jurisdiction. Our decision regarding the absence of specific personal jurisdiction does not strip Husky of its ability to pursue a remedy for the alleged wrongs, but it may not do so in Minnesota.

We therefore reverse the district court's denial of E2HS's motion to dismiss for lack of personal jurisdiction.

**Reversed.**