

Case Brief

Civ Pro F2: specific in personam jurisdiction

Bauer, 2/18/15

Identity of Case

Burger King v. Rudzewicz, 471 U.S. 462 (1985)

Page 202 of the casebook.

Summary of Facts/Procedural History

Defendant was a franchisee of BK. Defendant was based in Michigan, and BK is incorporated in Florida (but basically is sufficiently at home in any state for there to be general jurisdiction in Michigan or anywhere else). Defendant (after a contentious negotiation period trying to change the terms of the contract) stops paying. BK sues in Florida, Defendant contests personal jurisdiction.

Statement of the Issue

Does the franchise agreement with BK create personal jurisdiction in Florida over the defendant?

Holding

Yes, the contract is an intentional contact with the state of Florida sufficient to establish personal jurisdiction.

Reasoning

Defendant reached out to BK to form the contract, and had lots of contact with Florida during the negotiations including negotiations, payment, signing and sending terms back and forth, and attending management training in Florida.

There was also a choice of law clause in the contract (which Michigan would have voided for public policy but Florida would have not). This plus Florida's long arm statute to establish jurisdiction over intentional contractors gives the defendant plenty of notice.

Evaluation

Is it just to make him defend there? Probably not, but this case makes it clear that the contact is the most important determinative factor.