

MINIMUM CONTACTS

Case	Contacts	Sufficient?
<u>Shoe</u> (1945)	Salesmen lived and operated there. Rented store windows as showroom. Commissions paid to WA salesmen.	Yes. Contacts were sufficient and it would be fair. Also wanted to protect citizens.
<u>McGee</u> (1957)	Sent deceased a reinsurance offer to CA. Deceased sent payments from CA.	Yes. Protect citizens by allowing forum to sue out of state corps. Contract had substantial connection to CA
<u>Hanson</u> (1958)	Trustee of trust was DE bank; deceased changed trust from FL. FL court decided; DE trustee wasn't there.	No. Cause of action didn't arise out of business done in FL. Contacts were initiated by settlor, not D. No purposeful availment.
<u>Shaffer</u> (1977)	Shares were seen to be in DE. Ds were officers of corp. incorporated in DE.	No. Extended minimum contacts requirement to quasi in rem and here it wasn't enough.
<u>Kulko</u> (1978)	Sent daughter on plane one-way to mother Sent child support Got married there	No. D did not purposefully avail himself of forum state; was only trying to keep family harmony.
<u>Volkswagen</u> (1980)	D sold car in NY; the accident was in OK.	No. There was no effort made to market in forum state. Important foreseeability is not whether it would make it to forum state but whether they would be sued. Putting object into stream of commerce, combined with expectation it would be sold in the forum state is enough.
<u>Helicopteros</u> (1984)	Purchased equipment from TX. Pres. attended negotiation once in TX. Training in TX. Checks drawn on TX bank.	No. Even aggregated, not enough. Since not related, needed to be S&C. Even regular purchases aren't enough for a claim not relating to those purchases.
<u>Burger King</u> (1985)	Partner trained in FL. Negotiations with FL. Contract required payments sent to FL. Contract had FL choice of law clause.	Yes. Choice of law meant purposefully availing D of FL protection. Contract and negotiations and clause meant no surprise. No fraud.
<u>Asahi</u> (1987)	Sold valves to co. that sold tubes in CA. They knew they were sold in CA.	No. Five said there were minimum contacts: aware and financial benefit; four said no: question of actions purposefully directed to forum state (advertising, etc.) instead of object being swept there. Eight said not reasonable despite contacts, gave factors: burden to D, P & state interest. Probably slenderest contact that was enough for jurisdiction.
<u>Washington</u> (1997)	They had filed to do business in WA via permit Had built two roads there 20 years before	No. Not related enough for specific jurisdiction. For general, could not be considered C&S. Permit doesn't mean consent.

