

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

OFFICE SUPPLY STORE.COM,

Respondent,

v.

KANSAS CITY SCHOOL BOARD,

Appellant.

DOCKET NUMBER WD71726

Date: January 11, 2011

Appeal from:
Jackson County Circuit Court
The Honorable Gregory B. Gillis, Judge

Appellate Judges:
Division Two: Joseph M. Ellis, PJ., and Alok Ahuja and Karen K. Mitchell, JJ.

Attorneys:
Maurice A. Watson, Esq., Lyndsey J. Conrad and Kara S. Bemboom, Esq., Kansas City, MO, for
appellant.
John G. Dorsey, Esq., Claycomo, MO, for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY
COURT OF APPEALS -- WESTERN DISTRICT

OFFICE SUPPLY STORE.COM

Respondent,

v.

KANSAS CITY SCHOOL BOARD,

Appellant.

WD71726

Jackson County

Before Division Two Judges: Joseph M. Ellis, PJ., and Alok Ahuja and Karen K. Mitchell, JJ.

OfficeSupplyStore.com, is an internet domain registered to Office Supply Store, Inc. Office Supply alleges that School District employees made a series of purchases of office supplies for which Office Supply has not been paid. The School District employees apparently accessed Office Supply's website, and then placed orders by telephone to a number appearing on the website.

Office Supply filed suit against the School District in the Superior Court of Los Angeles County, California, in October 2008. The School District did not appear in the California lawsuit, and Office Supply obtained a default judgment of \$30,542.15.

Office Supply then filed a petition in the associate division of the Jackson County Circuit Court, seeking to register the California judgment pursuant to Supreme Court Rule 74.14. The School District filed a motion to set aside or vacate registration of the foreign judgment, which the circuit court denied. This appeal follows.

REVERSED.

Division Two holds:

Because the California court lacked personal jurisdiction over the School District, its judgment is void and the circuit court erred in refusing to set aside the registration of the California judgment.

The California courts did not have "general jurisdiction" over the School District, because the School District does not have or conduct general business operations in California, and has no offices or agents in California.

The California courts did not have "specific jurisdiction" over the School District, either. Although Office Supply argues that the fact that the School District made certain of its payments to an address for Office Supply in California, the mere fact of making payments into California, particularly where the payment address varied over time according to Office Supply's unilateral decisions, does not supply sufficient "contacts" of the School District to California.

Further, although Office Supply argues that the School District consented to being sued in California because Office Supply's invoices state "Legal Venue is Los Angeles, California," these invoices were sent *after* an order had been placed and goods shipped. There is no indication that the School District agreed to the additional forum selection term Office Supply inserted on its invoices, and that additional term constitutes a material alteration of the pre-existing agreement for the purchase transactions between Office Supply and the School District.

Opinion by: Alok Ahuja, Judge

January 11, 2011

**THIS SUMMARY IS UNOFFICIAL AND
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