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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1295**

Myth Live II Inc.,
Respondent,

vs.

Myth Investors, LLC, et al.,
Defendants,

Adam Phillips,
Appellant.

**Filed July 14, 2025
Affirmed
Wheelock, Judge**

Ramsey County District Court
File No. 62-CV-22-6672

Christopher W. Madel, Jennifer M. Robbins, Madel PA, Minneapolis, Minnesota; and

William R. Skolnick, Andrew H. Bardwell, Skolnick & Bardwell, P.A., Minneapolis,
Minnesota (for respondent)

James F. Killian, Jevon C. Bindman, Jeremy D. F. Krahn, Maslon LLP, Minneapolis,
Minnesota (for appellant)

Considered and decided by Ross, Presiding Judge; Connolly, Judge; and Wheelock,
Judge.

NONPRECEDENTIAL OPINION

WHEELLOCK, Judge

In this interlocutory appeal from an order denying appellant's motion to dismiss for lack of personal jurisdiction, appellant argues that the district court erred by determining that he had sufficient contacts with the State of Minnesota. We affirm.

FACTS

Respondent Myth Live II Inc. (tenant) operates a concert venue in Maplewood; defendant Myth Investors LLC (landlord) owns the property and is a limited liability company formed in California.¹ Appellant Adam Phillips lives in California and is the manager of landlord. Phillips signed an assignment and assumption of tenant's lease for the property on behalf of landlord in October 2021. The initial lease term was October 2021 through December 2023, and the lease included a provision that stated the lease "shall be extended" for ten years, through December 2033, so long as tenant does not default on the lease. Tenant paid the first year's rent, through December 31, 2022, up front as a condition of the lease and agreed that the second year's rent, through December 31, 2023, would be due by January 1, 2023.

In February 2022, Phillips, on behalf of landlord, was working with a Minnesota-based agent from a real-estate investment company (the agent) to facilitate a

¹ Because this is an interlocutory appeal from an order denying a motion to dismiss, we take the facts from tenant's amended complaint and the filings related to the motion to dismiss based on limited discovery, which facts we assume to be true at this point in the proceedings. See *Rilley v. MoneyMutual, LLC*, 884 N.W.2d 321, 326 (Minn. 2016) (stating that, when reviewing a motion to dismiss for lack of personal jurisdiction, appellate courts consider all facts alleged in the complaint and supporting affidavits to be true).

sale of the property. In May 2022, defendant Enclave,² a real-estate development company, agreed to purchase the property and Phillips signed the purchase agreement on behalf of landlord. The purchase agreement included a term requiring that landlord deliver the property without any tenants because Enclave intended to redevelop the property into housing. Enclave and Phillips, on behalf of landlord, amended the purchase agreement twice to extend the feasibility date, and the second amendment listed the closing date as April 26, 2023.

Prior to signing the purchase agreement, Enclave began discussions with the City of Maplewood about its redevelopment plan for the property. On behalf of the landlord, Phillips assisted Enclave in June 2022 by signing Enclave's request to the city for financial assistance related to its redevelopment plan. In September 2022, the mayor of Maplewood stated during a public hearing that the property had been sold and would be redeveloped for housing, after which news outlets released articles reporting that the property had been sold and would be replaced with housing. That same month, Enclave's representative appeared on a news program to talk about the project.

Beginning in February 2022 and throughout the sale process, Phillips was in communication with the agent about tenant's lease for the property and the lease provision that would allow tenant to extend the lease to 2033. In some emails, Phillips made disparaging comments about tenant's entertainment director. In June 2022, the agent spoke

² Enclave is an agent of a company named Syndica. There are three additional entities involved in the development (Enclave Development, Enclave Construction, and Maplewood Enclave). For purposes of this opinion, we refer to Syndica and all related entities as "Enclave."

with the entertainment director, who “reiterated he is not leaving and will be paying the \$450k in rent,” and the agent warned Phillips that if tenant paid the next year’s rent, activating the ten-year extension, the sale to Enclave would fail. In his response, Phillips stated, “Don’t believe a word they say. [He] doesn’t have the mental capacity to sit on \$450k and wait for a year.” After executing the purchase agreement, Enclave contacted Phillips and the agent numerous times to express concerns about tenant’s refusal to end its tenancy.

In December 2022, Enclave emailed Phillips and asked for proof that landlord had filed an eviction action against tenant. Landlord had served tenant with an eviction complaint in November, but less than a week later, landlord dismissed the complaint. Tenant asserted that it never breached any part of the lease. Shortly after dismissing the eviction action, landlord provided tenant with a statement claiming that tenant owed nearly \$75,000 for services rendered by landlord from October 2021 through December 2022, but tenant asserted that it had never seen any statement like this before and that the statement was not supported by any documentation to explain the fees assessed.

At the end of December 2022, tenant filed its initial complaint in this suit against landlord. During discovery, information relayed in the facts above came to light, and tenant filed a motion to amend its complaint, seeking to add as defendants Enclave and Phillips in his individual capacity. Landlord opposed the amendment and asserted that Minnesota did not have personal jurisdiction over Phillips and that tenant’s claims against Phillips would be futile because tenant cannot “pierce the veil” to reach him as an individual. After a hearing on the motion, the district court granted the motion in part, allowing tenant to

amend the complaint to add Phillips and Enclave because it determined that, as to Phillips, the claims were not “futile” given the facts tenant alleged.

In February 2024, tenant filed its amended complaint, adding Enclave and Phillips as defendants. The complaint alleged that Phillips “acted individually and as Manager of Myth Investors” to force tenant to default on the lease so that landlord could remove tenant. The complaint asserted that Phillips is liable for tortious interference with contractual relations and tortious interference with prospective economic advantage. Phillips responded to the complaint with a motion to dismiss for lack of personal jurisdiction and reasserted that the claims against him were futile under Minnesota’s corporate-veil statute. The matter proceeded to a motion hearing, and the district court denied Phillips’s motion to dismiss, concluding that, because it deferred to tenant’s factual allegations that Phillips acted outside the scope of his authority as manager and had many contacts with Minnesota, there were sufficient contacts to establish personal jurisdiction over him in Minnesota. It also concluded that, because the real property is in Minnesota and the other defendants were properly sued in Minnesota, the interests of fairness also weighed in favor of Minnesota having personal jurisdiction.

Phillips appeals.

DECISION

We begin by noting two issues that Phillips raises in his brief before we reach his primary argument about personal jurisdiction. First, Phillips asserts that tenant’s claims are futile because he is shielded from liability by Minn. Stat. § 322C.0304 (2024), which prevents a plaintiff from “piercing the veil” to bring a suit against a manager of a

limited-liability company such as him, arguing that his contacts with Minnesota occurred only through his position as the manager of landlord.³ We do not consider this argument because it is not properly before our court. The issue in this interlocutory appeal is limited to whether Minnesota courts have specific personal jurisdiction over Phillips. *See Hunt v. Nev. State Bank*, 172 N.W.2d 292, 299-300 (Minn. 1969) (explaining that the denial of a motion to dismiss for lack of jurisdiction is immediately reviewable because the effect is that “a defendant is compelled thereby to take up the burden of litigation in this state that might otherwise be avoided”); *Aon Corp. v. Haskins*, 817 N.W.2d 737, 739 (Minn. App. 2012) (explaining that personal-jurisdiction appeals are limited by the collateral-order doctrine to rulings that “are effectively unreviewable on appeal from a final judgment”). Moreover, for purposes of determining jurisdiction, we assume that tenant’s assertions in the amended complaint that Phillips acted outside the scope of his employment are true. *See Doe I-22 v. Roman Cath. Bishop*, 509 N.W.2d 598, 601 (Minn. App. 1993) (explaining that, when “deciding jurisdiction only, we accept as true” the facts asserted by the party claiming jurisdiction regarding the scope of employment). Therefore, this opinion considers only whether Phillips’s contacts are sufficient for Minnesota to have specific personal jurisdiction over him.

Second, Phillips asserts that the facts alleged in tenant’s brief responding to his motion to dismiss were not alleged at any point prior to that filing and thus cannot be relied upon for determining specific personal jurisdiction. We disagree. Tenant’s brief opposing

³ The district court did not address Phillips’s corporate-veil argument.

the motion to dismiss highlighted portions of the existing record that support tenant's opposition to the motion, and the level of detail is consistent with tenant's responsibility to provide specific evidence after a motion to dismiss for lack of personal jurisdiction has been filed. *See Hoff v. Kempton*, 317 N.W.2d 361, 363 n.2 (Minn. 1982) (“[W]here a nonresident defendant challenges jurisdiction, plaintiff has the burden of proving that minimum contacts exist. Furthermore, if a motion to dismiss is supported by affidavits, the nonmoving party cannot rely on general statements in [its] pleading.” (quotations omitted)). Therefore, this argument is not persuasive, and we proceed to analyze Phillips's personal-jurisdiction argument.

Whether personal jurisdiction exists is a question of law that appellate courts review de novo. *Bandemer v. Ford Motor Co.*, 931 N.W.2d 744, 749 (Minn. 2019). When reviewing a motion to dismiss for lack of personal jurisdiction, appellate courts consider all facts alleged in the complaint and supporting affidavits to be true. *Rilley*, 884 N.W.2d at 326. If there is conflicting evidence, appellate courts resolve the conflict in favor of the party asserting jurisdiction. *Gopher Mats, LLC v. Kalesnikoff Lumber Co.*, 16 N.W.3d 807, 819 (Minn. App. 2025), *rev. denied* (Minn. May 13, 2025). “In a close case, [appellate courts] resolve any doubt in favor of retaining jurisdiction.” *Bandemer*, 931 N.W.2d at 749.

The Due Process Clause of the Fourteenth Amendment to the United States Constitution limits a state's ability to exercise jurisdiction over nonresident defendants. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291 (1980). In accordance with this principle, Minnesota's long-arm statute, Minn. Stat. § 543.19, subd. 1 (2024),

“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). Minnesota courts may therefore apply federal caselaw when analyzing most questions of personal jurisdiction. *Id.* at 411. For a state to exercise personal jurisdiction, the nonresident defendant must have “minimum contacts” with the state, which requires that “the defendant ‘purposefully avail[] itself’ of the privileges, benefits, and protections of the forum state, such that the defendant ‘should reasonably anticipate being haled into court there.’” *Rilley*, 884 N.W.2d at 327 (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474-75 (1985)). A state’s exercise of personal jurisdiction may not “offend traditional notions of fair play and substantial justice.” *Juelich v. Yamazaki Mazak Optonics Corp.*, 682 N.W.2d 565, 570 (Minn. 2004) (quotation omitted). Accordingly, 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).

Minnesota courts use a five-factor test to determine whether the state has specific personal jurisdiction over a nonresident defendant.⁴ *Juelich*, 682 N.W.2d at 570. The factors are “(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 providing a forum; and (5) the convenience of the parties.” *Id.* “The first three

⁴ Phillips did not discuss the *Calder* effects test in his brief, and he stated at oral argument that application of the five-factor test was adequate such that we need not also consider the *Calder* effects test. *See Calder v. Jones*, 465 U.S. 783, 788-90 (1984) (articulating an alternate test to determine whether a court has personal jurisdiction over a party).

factors determine whether minimum contacts exist and the last two factors determine whether the exercise of jurisdiction is reasonable according to traditional notions of fair play and substantial justice.” *Id.* “The first three factors carry the most weight in the court’s overall personal-jurisdiction determination.” *C.H. Robinson Worldwide, Inc. v. FLS Transp., Inc.*, 772 N.W.2d 528, 536 (Minn. App. 2009), *rev. denied* (Minn. Nov. 24, 2009). Although the first three factors are more heavily weighted and Phillips does not challenge the district court’s conclusion on factors four and five, we consider all five factors because we review the issue de novo.

Quantity of Contacts

Phillips argues that each of his actions does not support a determination that the first factor favors jurisdiction, but the caselaw, including cases Phillips cites, is clear that we consider his contacts collectively. *See Riley*, 884 N.W.2d at 337 (stating that appellate courts “consider the contacts alleged by the plaintiff in the aggregate and not individually”). Tenant asserts that Phillips’s actions must be considered together and argues persuasively that appellate courts in many cases have found that jurisdiction was established based on fewer contacts than Phillips had with Minnesota.

Phillips’s contacts with Minnesota resulted from his position as the manager of landlord, which owns the property at issue. On four separate occasions, Phillips signed contracts regarding the property, which is located in Minnesota, including the following: the assignment and assumption of the lease agreement between tenant and landlord, the purchase agreement with Enclave, and both amendments to the purchase agreement. Over several months, during which tenant had a valid lease to occupy the property, Phillips

planned for and directed the sale of the property through the agent and negotiated with Enclave to maintain the viability of the purchase agreement, including by twice amending the agreement to extend the feasibility date, and engaged in other related business. Although Phillips asserts that he was in California when he undertook these acts, all other people and entities involved in the communications and transactions were in Minnesota and the subject matter was real property located in Minnesota.

Phillips argues that we should conclude that this factor does not weigh in favor of jurisdiction because the few disparaging comments he made about tenant's entertainment director do not rise to the level of contacts that we previously concluded were insufficient in *Young v. Maciora*, 940 N.W.2d 509, 519-20 (Minn. App. 2020), *rev. denied* (Minn. May 19, 2020). However, that case applied the *Calder* effects test, *Young*, 940 N.W.2d at 515, which Phillips did not argue in his brief and stated was not necessary at oral argument, and more importantly, Phillips's communication with other actors in Minnesota went far beyond his emails about tenant's entertainment director. Phillips also argues that, because we concluded in *Stratasys, Inc. v. Protopulsion, Inc.* that two emails and signatures on business agreements were not sufficient to establish minimum contacts, we should conclude that the quantity of his contacts here is insufficient. No. A10-2257, 2011 WL 2750720, at *5-6 (Minn. App. July 18, 2011), *rev. denied* (Minn. Sept. 20, 2011). However, we are not persuaded because Phillips engaged in email communications with many actors in Minnesota, including tenant, Enclave's representative, and the agent. Phillips negotiated the sale of the property, assisted Enclave with its request for financial

assistance from the City of Maplewood, and conducted business with the agent and more. The contacts here are more extensive than the contacts at issue in *Stratasys*.

Because the facts alleged in tenant's amended complaint, if true, demonstrate that Phillips maintained contacts with various actors in Minnesota over several months through emails, phone calls, and contracts, the quantity of contacts is sufficient to weigh this factor in favor of concluding that specific personal jurisdiction exists over Phillips.

Nature and Quality of Contacts

As to the second factor, Phillips argues that the nature of each contact was a result of his employment with landlord and cannot be used to determine that he purposefully availed himself of Minnesota to the extent that he should be subject to its jurisdiction. However, the scope of employment is a question of fact, *Frieler v. Carlson Mktg. Grp., Inc.*, 751 N.W.2d 558, 583 (Minn. 2008), and for purposes of determining jurisdiction, "we accept as true" the facts asserted by tenant, *Doe I-22*, 509 N.W.2d at 601.

Phillips's contacts were consistent over many months and all connected to real property and a tenant located in Minnesota: the assignment and assumption of the property's lease was signed in October 2021, the conversations to sell the property began in February 2022, the purchase agreement for the property was signed in May 2022, the two amendments to that purchase agreement were negotiated throughout the year and signed in August and December 2022, further related action took place, and Phillips remained in contact with Enclave from at least June 2022 through the beginning of this lawsuit. Additionally, in June 2022, Phillips signed the application and agreement for

financial assistance with the City of Maplewood to support Enclave's planned housing development.

Phillips asserts that he *himself* must have sought to act within Minnesota for the state to have specific personal jurisdiction over him, placing emphasis on *himself* rather than landlord having purposefully availed *itself*. For support, he relies on our opinion in *Walker Management, Inc. v. FHC Enterprises, Inc.*, in which we explained that, because formation of the contract took place where the defendant resided outside of Minnesota and the services were to be provided in the defendant's state, the defendant's contacts with Minnesota were not of the nature and quality to support the minimum-contacts requirement. 446 N.W.2d 913, 915 (Minn. App. 1989), *rev. denied* (Minn. Dec. 15, 1989). Unlike in *Walker Management*, the formation of the agreements at issue took place in Minnesota. Therefore, the nature of Phillips's contacts with Minnesota were not incidental or slight as they were in *Walker Management*; rather, they were the heart of business dealings with several actors in the state centered around the sale and proposed development of a property that occurred over the course of more than a year. This factor weighs in favor of determining that Minnesota has specific personal jurisdiction over Phillips.

Connection of Contacts to the Cause of Action

As to the third factor, Phillips asserts that his actions are not connected to tenant's claims of tortious interference and that, therefore, this factor cannot weigh in favor of determining that Minnesota has specific personal jurisdiction over him. Tenant asserts that, because Phillips actively participated in these contacts with Minnesota and they

affected individuals and businesses in Minnesota, this factor also weighs in favor of specific personal jurisdiction over Phillips.

Tenant amended its complaint to assert that Phillips intentionally interfered with its contractual relations and with its prospective economic advantage. The facts, as set forth in tenant's amended complaint, illustrate that Phillips knew about the automatic ten-year extension in the lease, signed a purchase agreement for the property that included a requirement that landlord cancel all tenancies, made written promises to Enclave that tenant would not remain on the property, and engaged in other related business. As explained above, at this stage of the litigation, the facts alleged in the complaint are taken as true, *Rilley*, 884 N.W.2d at 326, and these facts are the foundation for tenant's allegations of tortious conduct by Phillips against tenant. Therefore, Phillips's contacts with Minnesota are central to the cause of action and this factor weighs in favor of concluding that Minnesota has specific personal jurisdiction over Phillips.

State's Interest and the Parties' Convenience

Phillips does not dispute the district court's conclusion on factors four and five, but he asserts that, because the first three factors weigh in his favor, the reasonableness of litigation in Minnesota is irrelevant. Because we review the determination of personal jurisdiction de novo, *see Bandemer*, 931 N.W.2d at 749, we continue our analysis by considering these factors.

When a complaint alleges injury to a Minnesota resident, the state has an interest in resolving the dispute. *See id.* at 755; *Rilley*, 884 N.W.2d at 338. Minnesota is the proper forum in this case because Minnesota has an interest in protecting its residents, the real

property at issue is located in Minnesota, and all of the parties are engaging in business in Minnesota. Therefore, Minnesota is a reasonable and convenient forum and factors four and five weigh in favor of Minnesota having personal jurisdiction over Phillips. Even if we were to conclude that any of the first three factors presented a close case, our caselaw requires resolving such uncertainty in favor of retaining jurisdiction. *See Bandemer*, 931 N.W.2d at 749.

In sum, our application of the five-factor test for specific personal jurisdiction convinces us that, based on the facts alleged in tenant's complaint, all five factors weigh in favor of Minnesota exercising specific personal jurisdiction over Phillips. We therefore conclude that the district court did not err by denying Phillips's motion to dismiss for lack of personal jurisdiction.

Affirmed.