This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1847

Mary J. Dykstra,
Respondent,

vs.

Tony Dykstra,
Appellant.

Filed August 18, 2025
Affirmed
Ede, Judge

Pipestone County District Court
File No. 59-CV-23-398

Gregg L. Solomon, Diebold Law Firm, LLC, Marshall, Minnesota (for respondent)

Jacob M. Birkholz, Zachary S. Webster, Birkholz & Associates, LLC, Mankato, Minnesota (for appellant)

Considered and decided by Ede, Presiding Judge; Bond, Judge; and Reilly, Judge.*

NONPRECEDENTIAL OPINION

EDE, Judge

After respondent filed suit against appellant in Arizona to recover on an unpaid loan, appellant neither appeared nor answered the complaint, and an Arizona court entered default judgment against appellant. When respondent later filed the Arizona judgment in a

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

Minnesota district court, appellant moved to vacate the judgment for lack of jurisdiction, and the district court denied appellant's motion. Appellant now challenges that decision, maintaining that the district court erroneously determined that the Arizona court had personal jurisdiction over him. Because we conclude that the district court did not err in determining that the Arizona court had personal jurisdiction over appellant and therefore properly denied appellant's motion to vacate, we affirm.

FACTS

Respondent Mary J. Dykstra lived in Arizona with her husband Paul Dykstra.[1] Before February 2014, Paul and his brother Robert Dykstra discussed the possibility of appellant Tony Dykstra—who is Robert's grandson—starting a crop-dusting business. In February 2014, Robert traveled from South Dakota to visit Paul and Mary in Arizona. During that trip, Robert persuaded Paul to lend Tony $70,000 for the crop-dusting business. Although Paul was initially hesitant, Paul ultimately agreed because Robert told Paul that he would write up a contract when he returned home to South Dakota.

Under the resulting contract, Tony promised to repay Paul the $70,000 with interest and agreed to use an aircraft as collateral for the loan. The loan balance was due on October 31, 2014, but the contract allowed for the maturity date of the loan to be extended following the first payment of interest and principal. After he signed the contract on March 5, 2014, Tony mailed it to Paul for his signature. Paul signed the contract and later wrote a check to

[1] Because multiple individuals who are relevant to the facts of this appeal share the same surname, we refer to those individuals by their first names in the interest of clarity.

Robert for $70,000; the “For” line of the check contains the handwritten notation, “Loan for Tony.” Robert deposited the check and gave the money to Tony.

In 2021, Paul passed away. The next year, Mary filed suit against Tony in Arizona to recover the outstanding amount of the loan. Although he was served in Minnesota in July 2022, Tony neither appeared nor responded to the complaint, and an Arizona court later entered default judgment for $66,590.18, with interest until the sum was paid in full.

In October 2023, Mary filed the Arizona judgment in a Minnesota district court. The district court docketed the judgment in November 2023. Citing Minnesota Rule of Civil Procedure 60.02(d) and Minnesota Statutes section 548.27 (2024), Tony subsequently moved the district court to vacate the judgment, asserting that it was void for lack of jurisdiction. In a memorandum accompanying his motion to vacate, Tony argued that the Arizona court had lacked personal jurisdiction over him under Arizona’s long-arm statute. Tony asserted that Arizona did not have general personal jurisdiction over him because he did not maintain a physical presence in that state. He also contended that Arizona did not have specific personal jurisdiction over him for three related reasons.

First, Tony maintained that he did not purposefully avail himself of the privilege of conducting business in Arizona. Tony asserted that he was not in Arizona when he signed the contract, that the collateral was in Minnesota, and that Paul received some payments in person in Minnesota. But Tony nonetheless acknowledged that he had mailed two or three payments to Paul in Arizona.

Second, Tony argued that there was no causal nexus between Mary's cause of action and Tony's activities in Arizona, which he described as limited to sending two or three checks to Arizona and responding to communications from Arizona.

Third, Tony asserted that it was not reasonable for Arizona to exercise jurisdiction over him. He claimed that the burden on him to litigate in Arizona was great because he was not physically present in the state, which would require him to travel for the proceedings. Tony also contended that another forum existed—Minnesota. He maintained that the convenience and effectiveness of relief for Mary was minimal because Mary had to register the judgment in Minnesota to collect on it. Moreover, Tony argued that Arizona had little interest in the matter because it was a contract between family members, that the efficiency of adjudication was lacking, that he "did not purposefully interject himself into Arizona," and that the possibility of conflict with another sovereignty was high because he was challenging the Arizona judgment in a Minnesota district court.

After taking the matter under advisement, the district court filed an order denying Tony's motion to vacate the judgment. In an accompanying memorandum, the district court explained its determination that there was insufficient evidence to prove general jurisdiction because the record did not establish that Tony had substantial or continuous and systematic contacts with Arizona. The district court also considered whether the Arizona court had specific jurisdiction over Tony, reasoning that the question "turn[ed] on whether Robert was acting as [Tony's] agent when negotiating the loan with Paul in Arizona." As to that question, the district court determined that an agency relationship was implicitly established "by virtue of the fact that Robert gained nothing from the loan and

[Tony] was the sole beneficiary." The district court therefore decided that "Robert had apparent authority to act on behalf of [Tony]" and that Tony had signified his consent for Robert to act as his agent because he had accepted the loan on the terms Robert had negotiated. According to the district court, by negotiating and drafting the contract, Robert had shown Tony's consent for Robert acting on Tony's behalf. The district court ruled that, "[b]ecause a principal-agent relationship existed between [Tony] and Robert while Robert was visiting Paul in February 2014, there were sufficient minimum contacts with Arizona to make the exercise of jurisdiction reasonable and just with respect to [Mary's] claim." Thus, the district court determined that the Arizona court had specific jurisdiction over Tony and denied Tony's motion to vacate the judgment.

Tony appeals.

DECISION

In challenging the district court's denial of his motion to vacate the judgment, Tony argues that the district court erroneously determined that the Arizona court had jurisdiction over him when there were insufficient minimum contacts between him and Arizona. As explained below, we conclude that Tony's argument is unavailing.

"[T]he Full Faith and Credit Clause requires that courts of this state recognize and enforce judgments of other states even though they could not be obtained under Minnesota law." *Matson v. Matson*, 333 N.W.2d 862, 866 (Minn. 1983). Minnesota Statutes section 548.27 allows a foreign judgment to "be filed in the office of the court administrator of any district court of this state." The foreign judgment "has the same effect and is subject to the same procedures, defenses and proceedings for . . . vacating . . . as a judgment of a district court or the supreme court of this state, and may be enforced or satisfied in like manner." Minn. Stat. § 548.27.

"On motion and upon such terms as are just, the [district] court may relieve a party . . . from a final judgment" if the "judgment is void." Minn. R. Civ. P. 60.02(d). But "the power of a state to reopen or vacate a foreign judgment is more limited than under the rules of civil procedure and . . . a foreign judgment cannot be collaterally attacked on the merits." *Matson*, 333 N.W.2d at 867. "A judgment entered pursuant to [section] 548.27 may be vacated for lack of jurisdiction of the rendering court." *Corsica Cheese, Inc. v. Roers Enters., Inc.*, 389 N.W.2d 751, 753 (Minn. App. 1986). "If the defendant does not appear in the foreign proceedings and does not litigate the issue of personal jurisdiction, the foreign judgment does not have res judicata effect on that issue." *Id.*

"Minnesota courts will uphold a foreign court's exercise of personal jurisdiction over a nonresident defendant" if exercising personal jurisdiction is in "compliance with the foreign state's law" and does not "offend the Due Process Clause of the federal constitution." *Griffs v. Luban*, 646 N.W.2d 527, 531 (Minn. 2002). "In determining whether the foreign court obtained personal jurisdiction, Minnesota courts apply the law of the foreign state as construed by the courts of that state." *Electro-Measure, Inc. v. Ewald Enters., Inc.*, 398 N.W.2d 85, 88 (Minn. App. 1986), *rev. denied* (Minn. Mar. 13, 1987). Appellate courts review a district court's determination of personal jurisdiction de novo. *Griffs*, 646 N.W.2d at 531; *see also Hengel v. Hyatt*, 252 N.W.2d 105, 106 (Minn. 1977) ("It is elementary that a motion to vacate a judgment for lack of jurisdiction merely asserts that the judgment is void and involves no question of discretion." (citing Minn. R. Civ. P. 60.02)).

"Arizona's long-arm rule confers jurisdiction over non-resident defendants to the fullest extent permitted by the Due Process Clause." *Williams v. Lakeview Co.*, 13 P.3d 280, 282 (Ariz. 2000). Accordingly, the "jurisdictional issue hinges on federal law." *Id.* (quotation omitted). The personal-jurisdiction test "requires that the defendant have sufficient minimum contacts with the forum state such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice." *Id.* (citing *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 320 (1945)). And personal jurisdiction can be divided into two types: general jurisdiction and specific jurisdiction. *Id.* Under either type, "the constitutional touchstone remains whether the defendant purposefully established minimum contacts in the forum state." *Id.* (quotation omitted). The type of personal jurisdiction at issue here is specific jurisdiction.

A court may determine that specific jurisdiction exists if: (A) "the defendant purposefully avails himself of the privilege of conducting business in the forum"; (B) "the claim arises out of or relates to the defendant's contact with the forum"; and (C) "the exercise of jurisdiction is reasonable." *Id.* Specific jurisdiction may arise without the defendant ever setting foot in the forum state and may be incident to a single act directed to the forum. *Id.* But specific jurisdiction does not arise "from the plaintiff's or a third party's unilateral activity or from the non-resident defendant's mere foreseeability that a claim may arise." *Id.* "Once the plaintiff establishes that minimum contacts occurred with the forum state and that the events causing the injury arose out of that contact, a rebuttable presumption arises that the forum reasonably can exercise jurisdiction." *Id.*

We next consider (A) whether Tony purposefully availed himself of conducting business in Arizona, (B) whether Mary's claim arose out of or related to Tony's contact with the forum state, and (C) whether the exercise of jurisdiction was reasonable.

A. Purposeful Availment

Tony maintains that personal jurisdiction should not be based solely on the existence of a contract between him and Paul. The United States Supreme Court has held that an individual's contract with an out-of-state party alone cannot automatically establish sufficient minimum contacts in the other party's home forum. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 478 (1985). Instead, there are certain factors "that must be evaluated in determining whether the defendant purposefully established minimum contacts with the forum." *Id.* at 479. Those factors include: (1) "prior negotiations"; (2) "contemplated future consequences"; (3) "the terms of the contract"; and (4) "the parties' actual course of dealing." *Id.*

1. Prior Negotiations

Tony asserts that the district court erred by suggesting that the case turned on whether an agency relationship existed because there was no evidence that Tony created an agency relationship with Robert. And Tony contends that the record suggests the opposite. Mary counters that an agency relationship was created.

The United States Supreme Court has recognized that agency relationships "may be relevant to the existence of *specific* jurisdiction." *Daimler AG v. Bauman*, 571 U.S. 117, 135 n.13 (2014). In Arizona, an agency relationship is created when there is a "manifestation of consent by the alleged principal to the alleged agent that the agent shall act on his behalf and subject to his control and consent by the agent to act on behalf of the principal and subject to his control." *Dawson v. Withycombe*, 163 P.3d 1034, 1050 (Ariz. Ct. App. 2007). "An agency relationship can derive from either actual or apparent authority." *Ruesga v. Kindred Nursing Ctrs., L.L.C.*, 161 P.3d 1253, 1261 (Ariz. Ct. App. 2007). "[A]pparent authority exists when the principal has intentionally or inadvertently induced third persons to believe that such a person was its agent although no actual or express authority was conferred on him as agent." *Id.* (quotation omitted).

Prior to February 2014, Robert spoke to Paul about the possibility of his grandson, Tony, opening a crop-dusting business. In February 2014, Robert went to Arizona to stay with Paul and persuaded Paul to lend Tony $70,000 so Tony could launch that venture. Although he was hesitant at first, Paul ultimately agreed because Robert said he would draft a contract when he returned home to South Dakota. Robert later drafted the contract, which specified that Tony would pay back the money with interest and that an airplane would serve as collateral. After Robert drafted the contract, Tony signed it and mailed it to Paul, who wrote a check for $70,000 to Robert, specifying that the money was a loan for Tony.

On this record, we conclude that an agency relationship between Tony and Robert was created because Tony manifested consent that Robert would act on his behalf in the loan negotiations. *See Dawson*, 163 P.3d at 1050. The actions undertaken by Tony and Robert—including Tony's signing of the contract that Robert drafted and Tony's mailing of the contract to Paul—evince Robert's apparent authority to act on Tony's behalf by demonstrating that Tony had intentionally or inadvertently induced Paul to believe that Robert was his agent. *See Ruesga*, 161 P.3d at 1261.

We therefore conclude that this factor supports a determination that Tony purposefully established minimum contacts with Arizona.

2. Contemplated Future Consequences

Tony maintains that the contemplated future consequences of failing to repay the loan—i.e., seizure of the aircraft serving as collateral, which was located in Minnesota—does not support a determination that he purposefully established minimum contacts with Arizona.

The contract does not specify where a lawsuit should be filed if a cause of action arises. *Cf. Burger King*, 471 U.S. at 480–81 (observing that appellee assumed control of a Burger King franchise and the franchise documents provided that all disputes would be governed by Florida law). But the contract does state that an "aircraft will be used as collateral for this loan" and, according to Tony, that aircraft is in Minnesota.

Because the parties contemplated that the consequence of Tony's failure to pay back the loan would be Paul's seizure of an aircraft that is in Minnesota, we conclude that this factor does not support a determination that Tony purposefully established minimum contacts with Arizona.

3. The Terms of the Contract

Tony argues that there is nothing in the contract suggesting that he subjected himself to the jurisdiction of the Arizona court. He distinguishes this case from *Burger King* and asserts that the contract does not create a continuing relationship. Instead, Tony contends that the contract is merely one obligation that required payment by October 2014.

As discussed above, the contract does not contain a forum-selection clause. And the contractual terms are different than those at issue in *Burger King*, which involved "a carefully structured 20-year relationship that envisioned continuing and wide-reaching contacts." *Id.* at 480. But the record nonetheless establishes a continuing relationship between the parties. Although the contract does state that the "[u]npaid principal and accrued interest shall be payable on" October 31, 2014, the contract also provides that it is "renewable after the first payment of interest and principal is paid" and that the "[i]nterest rate will be negotiated on each date renewed." The evidence before us also reflects that Mary contacted Tony about the contract years after the contract was executed.

We therefore conclude that this factor supports a determination that Tony purposefully established minimum contacts with Arizona.

4. The Parties' Actual Course of Dealings

Tony maintains that the parties' actual course of dealings favors a determination that he did not purposefully establish minimum contacts with Arizona because: the collateral was in Minnesota; he was in Minnesota; all payments were either check or cash; and, although he sent two or three checks to Arizona, Paul also traveled to Minnesota to collect payment.

The parties' course of dealings is limited. Even so, Tony sent the contract to Arizona for Paul to sign. He acknowledged that he sent two or three payments to Paul in Arizona. And, several times in 2021 and 2022, Tony communicated about the loan with Mary, who was in Arizona.

Thus, we conclude that this factor supports a determination that Tony purposefully established minimum contacts with Arizona. And because three of the four *Burger King* purposeful-availment factors support a determination that Tony purposefully established minimum contacts with Arizona, we conclude that Tony purposefully availed himself of the privilege of conducting business in Arizona.

B. Nexus

Tony concedes that, if we conclude that he purposefully availed himself of the privilege of conducting business in Arizona, then there would be a nexus with Mary's breach-of-contract claim because he signed the contract.

"The requirement that a nexus exist between a defendant's activities in the forum state and a plaintiff's cause of action provides the key to exercising specific jurisdiction." *Williams*, 13 P.3d at 283; *see also Helicopteros Nacionales de Columbia, S.A. v. Hall*, 466 U.S. 408, 414 (1984) ("When a controversy is related to or arises out of a defendant's contacts with the forum, the Court has said that a relationship among the defendant, the forum, and the litigation is the essential foundation of in personam jurisdiction." (quotation omitted)). "A plaintiff's claim must result from alleged injuries that arise out of or relate to the defendant's activities in the forum state." *Williams*, 13 P.3d at 283 (quotation omitted). "This test ensures that forums will not exercise jurisdiction over non-resident defendants based solely upon random, fortuitous, or attenuated contacts, or upon the unilateral activity of another person." *Id.* Instead, courts must focus on "the relationship between the defendant, the forum, and the litigation." *Id.*

Tony's activity in the forum includes: his grandfather Robert's 2014 trip to Arizona, where Robert persuaded Paul to lend Tony $70,000; Tony's signature on the loan contract that Robert drafted and Tony's transmittal of the contract to Paul in Arizona, where Paul signed it; and Paul's mailing of the $70,000 check from Arizona to Robert, with a notation that it was a loan for Tony. The injury here is based on a breach of the contract that Robert drafted on Tony's behalf. As a result, a nexus exists between Tony's activity in the forum and Mary's cause of action. *Cf. Williams*, 13 P.3d at 283 (concluding that appellants could not prove a nexus between a casino's activities in the forum state and the injuries appellants sustained in a car accident because appellants did "not assert that their visit to the casino resulted from any of [the casino owner's] contacts with Arizona," appellants "did not visit the casino after seeing or in response to an advertisement," nor did their injuries "arise out of or relate to [the casino owner's] employment relationship with or hotel service to Arizona residents").

In other words, because we conclude that Tony purposefully availed himself of Arizona through his agency relationship with Robert, we also conclude that there was a nexus between Mary's injury and Tony's activities in Arizona.

C. Reasonableness

Tony argues that it was unreasonable for the Arizona court to exercise jurisdiction over him. Relying on caselaw from the Ninth Circuit, Tony asserts that we should consider seven factors to determine whether the forum state's exercise of jurisdiction is reasonable. The Arizona Supreme Court has found "decisions of the Ninth Circuit persuasive." *Planning Grp. of Scottsdale, L.L.C. v. Lake Mathews Min. Props., Ltd*, 246 P.3d 343, 348 (Ariz. 2011). But the Arizona Supreme Court has also held that those decisions "are not binding." *Id.* Thus, our analysis is guided instead by the reasonableness factors set forth by the United States Supreme Court in *Burger King*. 471 U.S. at 476; *see also Williams*, 13 P.3d at 282 (noting that jurisdictional issues hinge on federal law).

"Once it has been decided that a defendant purposefully established minimum contacts within the forum State, these contacts may be considered in light of other factors to determine whether the assertion of personal jurisdiction would comport with fair play and substantial justice." *Burger King*, 471 U.S. at 476 (quotation omitted). Courts may evaluate: (1) "the burden on the defendant"; (2) "the forum State's interest in adjudicating the dispute"; (3) "the plaintiff's interest in obtaining convenient and effective relief"; (4) "the interstate judicial system's interest in obtaining the most efficient resolution of controversies"; and (5) "the shared interest of the several States in furthering fundamental substantive social policies." *Id.* at 477. "These considerations sometimes serve to establish the reasonableness of jurisdiction upon a lesser showing of minimum contacts than would otherwise be required." *Id.*

1. The Burden on the Defendant

Tony contends that the Arizona court's exercise of jurisdiction over him results in a heavy burden. In particular, Tony maintains that such an exercise of jurisdiction requires that he arrange travel to Arizona for in-person hearings, lodging, and transportation for his

Minnesota witnesses. He also argues that there is no evidence that he has any money to litigate in Arizona.

In some cases, "the defendant's burden in litigating the case in the forum or other factors may militate against assertion of jurisdiction." *Beverage v. Pullman & Conley, LLC*, 306 P.3d 71, 77 (Ariz. Ct. App. 2013) (quotation omitted); *see also World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 292 (1980) ("The relationship between the defendant and the forum must be such that it is reasonable to require the [defendant] to defend the particular suit which is brought there." (quotation omitted)). "A defendant that has purposefully directed activities toward the forum state 'must present a compelling case that the presence of some other considerations would render jurisdiction unreasonable.'" *Beverage*, 306 P.3d at 77 (quoting *Burger King*, 471 U.S. at 477).

Tony's arguments, however, are conclusory statements "that litigating in Arizona would be burdensome due to substantial travel and litigation costs." *Beverage*, 306 P.3d at 77. He has not offered any "evidence of the burden that such litigation would impose on" him. *Id.* Moreover, modern technology may make it less burdensome for Tony to defend himself in Arizona. *See McGee v. Int'l Life Ins.*, 355 U.S. 220, 223 (1957) ("[M]odern transportation and communication have made it much less burdensome for a party sued to defend himself in a State where he engages in economic activity.").

We therefore conclude that this factor favors a determination that the Arizona court's exercise of jurisdiction was reasonable.

2. Arizona's Interest in Adjudicating the Dispute

Tony asserts that Arizona has little interest in adjudicating this matter. He contends that Arizona's minimal interest is evidenced by its Securities Act, which aims to protect the public from fraudulent or deceptive practices in the sale or purchase of securities. Tony maintains that, unlike securities, this is a contractual matter between family members and that Arizona therefore does not have a strong interest in resolving this dispute.

A decision by the Court of Appeals of Arizona supports our conclusion that Arizona does have an interest in adjudicating this matter. *See Rollins v. Vidmar*, 711 P.2d 633 (Ariz. Ct. App. 1985). In *Rollins*, the appellant was a resident of Arizona and her daughter was a resident of California. *Id.* at 634. The daughter asked the appellant for money to assist the daughter and her husband in purchasing a California residence. *Id.* The appellant later withdrew $10,000 from her savings account in Arizona and mailed it to her daughter in California. *Id.* Two months later, the appellant withdrew an additional amount of money and again mailed it to her daughter. *Id.* Over the course of five months, the appellant—who was in Arizona—received several payments by mail from her daughter. *Id.* Based on these facts, the Court of Appeals of Arizona concluded that the daughter and her husband had sufficient minimum contacts with Arizona and had purposefully availed themselves of the privileges of conducting activities within Arizona. *Id.* at 635–36. Here, as in *Rollins*, Paul loaned money to Tony—an out-of-state relative—and Tony sent two or three payments to Paul in Arizona. *Rollins* therefore indicates that Arizona has an interest in resolving this dispute.

The United States Supreme Court's decision in *McGee* also supports our conclusion that Arizona has an interest in adjudicating this matter. In *McGee*, Lowell Franklin—a resident of California—purchased a life insurance policy from an Arizona corporation. 355 U.S. at 221. Respondent International Life Insurance Corporation, which had its principal place of business in Texas, later assumed the obligation of the Arizona corporation. *Id.* Franklin accepted International Life Insurance Corporation's assumption of the Arizona corporation's obligation and, until his death, he paid premiums by mail from his home in California. *Id.* at 221–22. Franklin's mother, Lulu McGee, was the policy's named beneficiary. *Id.* at 222. After Franklin passed away, McGee sent proof of Franklin's death, but International Life Insurance Corporation refused to pay on the policy. *Id.* McGee recovered a judgment in California court against International Life Insurance Corporation. *Id.* at 221. Unable to collect judgment in California, McGee filed suit in a Texas court. *Id.* The Texas court refused to enforce McGee's judgment, ruling that it was void under the Fourteenth Amendment. *Id.* The Supreme Court held that the Due Process Clause did not preclude the California court from entering judgment. *Id.* at 223. In so holding, the Supreme Court reasoned that it could not "be denied that California has a manifest interest in providing effective means of redress for its residents when their insurers refuse to pay claims." *Id.*

Although the case at hand does not involve the denial of an insurance claim, *McGee* is analogous because insurance policies are contracts. *Liberty Ins. Underwriters, Inc. v. Weitz Co., LLC*, 158 P.3d 209, 212 (Ariz. Ct. App. 2007) ("An insurance policy is a contract between the insurer and its insured."). Thus, consistent with *McGee* and *Rollins*, Arizona has an interest in providing redress for its residents when a party does not pay under a contract. We therefore conclude that this factor favors a determination that the Arizona court's exercise of jurisdiction in this case was reasonable.

3. The Plaintiff's Interest in Obtaining Relief in Arizona

Tony argues that Arizona is unimportant to Mary's interest in convenient and effective relief. He asserts that Mary's interest may be more conveniently and effectively vindicated in Minnesota, where she can make a claim for the loan collateral.

Mary has an interest in obtaining relief in Arizona because she is a resident of Arizona and the negotiation of the contract occurred in Arizona. *See A. Uberti and C. v. Leonardo*, 892 P.2d 1354, 1364 (Ariz. 1995) (observing that the plaintiff's interest in the forum included that "the accident occurred in Arizona, Plaintiffs and important witnesses reside in Arizona, and much material evidence is located" in Arizona). Yet, as Tony points out, Mary needed to file the Arizona judgment in Minnesota so that she could recover the loan collateral.

Because Mary has an interest in obtaining relief in Arizona but needed to file in a Minnesota district court to achieve that relief, we conclude that this factor is neutral.

4. The Interstate Judicial System's Interest in Obtaining the Most Efficient Resolution of Controversies

Tony contends that the most efficient judicial resolution of the controversy would require that the case be brought in Minnesota. He claims that the case should have been brought in Minnesota because "judgment would have been entered in Minnesota and could be collected upon without the difficulty of a personal jurisdiction fight, or getting a foreign judgment adopted, as is occurring in this case."

We acknowledge that there has been a delay in resolving this matter because Mary had to file the Arizona judgment in Minnesota. But Tony has not shown how Minnesota's interest in the dispute would render jurisdiction in Arizona unconstitutional. *See Burger King*, 471 U.S. at 483 (noting that, "although [appellee] has argued at some length that Michigan's Franchise Investment Law . . . governs many aspects of this franchise relationship, he has not demonstrated how Michigan's acknowledged interest might possibly render jurisdiction in Florida *unconstitutional*" (footnote omitted)). Nor has he argued that there is a procedural or substantive conflict with Minnesota law that might arise from resolving the matter in Arizona. *See Uberti*, 892 P.2d at 1365 (explaining that the Arizona Supreme Court saw "no procedural or substantive conflict with Italian law that might arise from resolving this matter in an Arizona court").

We therefore conclude that this factor favors a determination that the Arizona court's exercise of jurisdiction was reasonable.

5. The Shared Interest of the Several States in Furthering Fundamental Substantive Social Policies

Tony does not address this factor in his analysis. Nor has Mary argued that Arizona has an interest in furthering substantive social policies. *Cf. Kulko v. Superior Court of California In and For City and County of San Francisco*, 436 U.S. 84, 98 (1978) (observing that, in justifying the burden on appellant father caused by California's exercise of personal jurisdiction arising from divorce proceedings, appellee mother argued that "California has substantial interests in protecting the welfare of its minor residents and in promoting to the fullest extent possible a healthy and supportive family environment in which the children of the State are to be raised").

Both Arizona and Minnesota have an interest in providing relief for parties to contract disputes. In addition, both states have caselaw outlining the elements for a breach-of-contract claim. Thus, we conclude that this factor is neutral. And because three of the five *Burger King* reasonableness factors support a determination that the Arizona court's assertion of personal jurisdiction over Tony comported with fair play and substantial justice, we conclude that the Arizona court's exercise of jurisdiction was reasonable.

In sum, through his agency relationship with his grandfather, Tony purposefully availed himself of conducting business in Arizona. Mary's breach-of-contract claim related to or arose out of Tony's contacts with the forum. And based on our analysis of the five factors discussed above, jurisdiction was reasonable in Arizona. We therefore conclude that the district court did not err in determining that the Arizona court had personal jurisdiction over Tony and therefore properly denied Tony's motion to vacate the judgment.

Affirmed.