

PERSONAL JURISDICTION

A district court asserts personal jurisdiction over a nonresident defendant to the extent allowed by state law in the forum state. Fed. R. Civ. P. 4(e). Pennsylvania's long arm statute allows jurisdiction "to the fullest extent allowed under the Constitution of the United States." 42 Pa. Con. Stat. Ann. § 5322(b)(1981). Thus, "the constitutional touchstone remains whether the defendant established 'minimum contacts' in the forum state." Burger King v. Rudzewicz, 471 U.S. 462, 474 (1985) (quoting International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945)). On a motion to dismiss for lack of personal jurisdiction, a plaintiff must come forward with affidavits or other competent evidence to establish the defendant's contacts with the forum state. See Patterson by Patterson v. FBI, 893 F.2d 595, 603-604 (3d Cir. 1990).

Contimortgage has not delineated whether it argues that personal jurisdiction over GNIC is appropriate based upon specific or general jurisdiction. "Specific jurisdiction is invoked when the cause of action arises from the defendant's forum related activities." North Penn Gas v. Corning Natural Gas, 897 F.2d 687, 690 (3d Cir. 1990). General jurisdiction is appropriate where a defendant maintains continuous and substantial contacts with a forum, whether or not those contacts are related to the cause of action. Reliance Steel Prod. Co. v.

Watson, Ess, Marshall & Enggas, 675 F.2d 587, 588 (3d Cir. 1982).

Because Contimortgage asserts GNIC has contacts that would support both specific and general jurisdiction, as well as contacts that would only support general jurisdiction, the Court shall start its analysis with specific jurisdiction.

Even to establish specific jurisdiction, minimum contacts analysis does not require a physical presence in the forum.

North Penn Gas, 897 F.2d at 691. Rather, the analysis is driven

by whether the defendant's activities amount to a purposeful availment of the "privilege of conducting activities within the forum state." Hanson v. Denckla, 357 U.S. 235, 253 (1958). If

the defendant has minimum contacts with the forum state, the court must then determine whether jurisdiction over the defendant "accords with the notions of 'fair play and substantial

justice.'" Mesalic v. Fiberfloat Corp., 897 F.2d 696, 701 (3rd Cir. 1990) (quoting International Shoe, 326 U.S. at 316.)

1. GNIC's Contract-related Pennsylvania Contacts

The only specific contact with this litigation in Pennsylvania is that Contimortgage, as Alvarado's mortgage owner, is a third-party beneficiary of an insurance contract. Contimortgage's status was obtained through its purchase of the mortgage. Nothing about this transaction evinces GNIC's purposeful availment of the duties and privileges of doing business in Pennsylvania. This case is unlike the cases based upon placing a product into the stream of commerce, relied upon by Contimortgage. Here, GNIC's specific contacts with Pennsylvania arise only from the unilateral act of a third party and do not approach the level of contact necessary to establish specific jurisdiction.

2. GNIC's General Pennsylvania Contacts

Contimortgage asserts that thirty mortgagees, lien holders or loss payees are located in Pennsylvania and listed as additional insureds by GNIC. Further, Contimortgage speculates, some of these mortgage holders may have more than one policy issued by GNIC. GNIC's Pennsylvania contacts, identified by Contimortgage, are far from continuous and substantial. Rather, the Court is convinced that GNIC's contacts with Pennsylvania are negligible, and do not approach a purposeful availment of the rights and duties of doing business in Pennsylvania. Accordingly, general jurisdiction over GNIC does not exist in

this Court and the Complaint will be dismissed.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CONTIMORTGAGE CORPORATION,	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	
	:	
GREAT NORTHWEST INSURANCE	:	
COMPANY,	:	
Defendant.	:	NO. 99-3077

ORDER

AND NOW, this 3rd day of December, 1999, upon consideration of the Motion to Dismiss of Defendant, Great Northwest Insurance Company (Doc. No. 4), the Response of Plaintiff, Contimortgage Corporation, Defendant's Reply thereto, and the additional Memoranda following discovery on personal jurisdiction of the parties, it is ORDERED that the Motion to Dismiss is GRANTED. The Complaint of Contimortgage Corporation against Great Northwest Insurance Company is DISMISSED.

BY THE COURT:

JAMES MCGIRR KELLY, J.