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Newsroom: Monestier on Long-Arm Jurisdiction

Roger Williams University School of Law

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Newsroom

Monestier on Long-Arm Jurisdiction

Professor Tanya Monestier explains why a federal court in Massachusetts could exercise personal jurisdiction over a Kansas employer sued by a Mass employee.

From RHODE ISLAND LAWYERS WEEKLY: "Suit vs. Kansas employer can proceed in 1st Circuit" by

Pat Murphy



October 9, 2015: A federal court in Massachusetts could exercise personal jurisdiction over an out-of-state employer sued for breach of an employment contract by a sales representative hired to work out of his Wayland home, the 1st U.S. Circuit Court of Appeals has decided.

The employer argued that jurisdiction could not be exercised under Massachusetts' long-arm statute, nor was it consistent with due process, because the company was based in Kansas and the salesman was seeking payment of a commission for a construction project in California.

But the 1st Circuit disagreed, reversing a dismissal by U.S. District Court Judge George A. O'Toole Jr.

"Massachusetts clearly has an interest in being the forum that determines whether [the plaintiff], who performed his work for the company in the Commonwealth, has a meritorious claim under the Massachusetts Wage Act," Judge David J. Barron wrote for the unanimous panel.

[...]



Meanwhile, **professor Tanya Monestier of Roger Williams University School of Law in Bristol said** the decision may not have the impact it appears to have at first blush.

“In a lot of these cases, you’re going to have an exclusive forum selection clause,” **she said**. “It was surprising that, for whatever reason, United Excel didn’t have one in their employment agreement.”

Monestier said the case would be important for those employers that do not protect themselves. [...]

CASE: *Cossart v. United Excel Corporation, et al.*, Lawyers Weekly No. 01-272-15

COURT: 1st U.S. Circuit Court of Appeals

ISSUE: Can Massachusetts courts exercise personal jurisdiction over an out-of-state employer sued for breach of an employment contract by a salesman hired to work out of his home in Wayland?

DECISION: Yes