

IN THE COURT OF APPEALS OF IOWA

No. 2-769 / 12-0036
Filed October 3, 2012

SAMIR M. SHAMS,
Plaintiff-Appellant,

vs.

SONA HASSAN,
Defendant-Appellee.

Appeal from the Iowa District Court for Polk County, Scott D. Rosenberg,
Judge.

Plaintiff appeals the district court's ruling dismissing his case for lack of
personal jurisdiction. **AFFIRMED.**

Andrew B. Howie of Hudson, Mallaney, Shindler & Anderson, P.C., West
Des Moines, for appellant.

Steven C. Reed, West Des Moines, for appellee.

Considered by Eisenhauer, C.J., and Doyle and Tabor, JJ.

EISENHAUER, C.J.

Samir Shams appeals the district court's ruling dismissing his case for lack of personal jurisdiction. In July 2011, Shams sued his sister, Sona Hassan, alleging breach of a 2003 oral agreement involving a checking account Shams set up in Iowa before he left the country for overseas work. The account was to "receive income from his overseas work and certain government income." Shams gave Hassan "signed blank checks which were to be used solely for the expenses and needs of his three children and [his] bills." Shams claims Hassan wrote and cashed unauthorized checks to herself as payee.

Hassan's pre-answer motion to dismiss asserted a lack of personal jurisdiction. Her accompanying affidavit stated she has continuously resided in Maryland since 1984 and has not visited Iowa since 1983. Hassan's exhibits include documents showing Shams listed her Maryland address as his address as of May 2006, when he returned from Iraq.

Shams's resistance to dismissal argued the parties' agreement "was to be performed in whole or in part in Iowa, using an Iowa bank, for Iowa beneficiaries." His accompanying affidavit stated: (1) two of his children lived in Iowa in 2003, and they continue to live in Iowa; (2) his other child lived in Arizona in 2003, and continues to live in Arizona; and (3) since 2010, he has been an Iowa resident. At the hearing on Hassan's motion, Shams testified in 2003, he worked in Itasca, Illinois.

In December 2011, the district court dismissed the case, ruling:

[F]or purposes of any oral agreement made between the two parties and presuming Mr. Shams was in Iowa at the time . . . this court can infer it likely consisted of some amount of phone calls and

other long-distance communications. Communications by phone and mail typically are not by themselves enough to justify the assertion of jurisdiction over nonresident parties

It is essential that a defendant purposely avail itself of the privilege of conducting activities within the forum state, thereby invoking the benefits and protections of its laws. Jurisdiction does not attach solely on the basis that a contract was entered into in Iowa.

Here, it is critical that any oral agreement was done for the benefit of Mr. Shams, not Ms. Hassan. The record reflects that he opened the bank account in Iowa, and he delivered the [signed] blank checks to her so that his bills might be paid and his children's expenses be met, if needed. The only connection between Ms. Hassan, Iowa, and the cause of action . . . is the fact that the checks were drawn upon an Iowa bank account and she may or may not have entered into an oral agreement with her brother while he was residing in Iowa. That is not enough to assert that Ms. Hassan availed herself of the benefits and protections of Iowa. The acts that ultimately gave rise to this case, namely the alleged conversion . . . would have taken place in Maryland when she actually used the checks to withdraw the money from Mr. Shams's account.

(Citations omitted.)

On appeal, Shams argues Iowa courts have specific jurisdiction¹ over Hassan and the exercise of jurisdiction does not offend due process. He points out Hassan knew the bank account existed in Iowa, she cashed the checks on the Iowa bank account, and she accepted the obligation to pay for Shams's personal bills and for his Iowa children's needs.

We review the trial court's ruling for errors at law. *Addison Ins. Co. v. Knight, Hoppe, Kurnik & Knight, L.L.C.*, 734 N.W.2d 473, 476 (Iowa 2007). Iowa courts exercise "the widest jurisdictional parameters allowed by the Due Process

¹ "A sufficient connection between the defendant and the forum state can exist as a general matter or merely with respect to the specific cause of action. These two grounds for personal jurisdiction are known as general jurisdiction and specific jurisdiction." *Capital Promotions, L.L.C. v. Don King Prod., Inc.*, 756 N.W.2d 828, 833 (Iowa 2008). Shams does not assert general jurisdiction exists over Hassan in Iowa.

Clause.” *Capital Promotions*, 756 N.W.2d at 833. Specific jurisdiction is jurisdiction “over causes of action arising from or related to a defendant’s actions within the forum state.” *Id.* Hassan’s minimum contacts with Iowa must show a sufficient connection so as to make it fair and reasonable to require her to come into Iowa and defend against the lawsuit. *See id.* Due process concerns are satisfied if Hassan “has ‘purposefully directed’ [her] activities at residents of [Iowa] and the litigation results from alleged injuries that ‘arise out of or relate to’ those activities.” *See id.* (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472-73 (1985)).

Although Shams alleges he suffered economic harm by Hassan’s actions regarding the bank account he decided to establish in Iowa, we find no error in the district court’s analysis and agree Shams has not proven the requisite minimum contacts with Iowa to support specific personal jurisdiction over Hassan. *See Twaddle v. Twaddle*, 582 N.W.2d 518, 521-22 (Iowa Ct. App. 1998) (finding insufficient minimum contacts where Iowa plaintiff *initiated* a loan to her Minnesota son and son’s only contacts with Iowa were phone conversations, correspondence, an occasional personal visit, and presumed repayment in Iowa).

At no time relevant to the action was Hassan present in Iowa. Shams established the bank account, made himself the specific drawer on the account, and provided the signed checks to Hassan in Maryland. These unilateral actions by Shams do not establish purposeful conduct with an Iowa resident by Hassan. *See Hanson v. Denckla*, 357 U.S. 235, 253 (1958) (stating “[t]he unilateral activity of those who claim some relationship with a nonresident defendant

cannot satisfy the requirement of contact with the forum state”). The fact the oral contract may have been entered into while Shams was in Iowa and the fact two of three children could eventually receive checks in Iowa is not sufficient. See *Twaddle*, 582 N.W.2d at 520-22. Accordingly, we affirm the district court’s dismissal of the petition.

AFFIRMED.