REVERSE AND RENDER and Opinion Filed May 29, 2025

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-24-01089-CV

WESTERN TRAILS CHARTERS AND TOURS, LLC D/B/A SALT LAKE EXPRESS, Appellant
V.
BRYCE PROVANCE, ANTHONY ROBINSON, DORSEY GARDNER, MICAYLA FADIGA, KYLEE FADIGA, AND GREYHOUND LINES, INC., Appellees

On Appeal from the County Court at Law No. 5
Dallas County, Texas
Trial Court Cause No. CC-23-04853-E

MEMORANDUM OPINION

Before Justices Garcia, Miskel, and Lee
Opinion by Justice Garcia

This is a personal-injury case arising from a bus accident that happened in Utah. Appellant Western Trails Charters and Tours, LLC d/b/a Salt Lake Express (SLE) specially appeared. The trial judge denied SLE's special appearances, and SLE perfected this interlocutory appeal. We reverse and render judgment dismissing appellees' claims against SLE.

I. BACKGROUND

In this opinion, we refer to appellees Bryce Provance, Anthony Robinson, Dorsey Gardner, Micayla Fadiga, and Kylee Fadiga as "plaintiffs." We refer to the remaining appellee as "Greyhound." We refer to all appellees collectively as "appellees."

A. Factual Allegations

We draw these allegations from plaintiffs' second amended petition, which was their live pleading when the trial judge heard and ruled on SLE's special appearances.

On December 12, 2022, plaintiffs were passengers aboard a bus traveling from Boise, Idaho, to Salt Lake City, Utah. They had bought Greyhound bus tickets, but in the middle of their trip they were "handed off to Salt Lake Express, a different bus company." Upon plaintiffs' information and belief, this bus, its driver, and SLE "were within the scope of Greyhound's ownership, operation, and control, and therefore were governed by [Greyhound's] policies and procedures."

Outside the town of Tremonton, Utah, the bus driver lost control of the bus, causing it to flip on its side. Plaintiffs suffered personal injuries in the accident.

B. Procedural History

This case began when plaintiff Bryce Provance sued Greyhound for his injuries. Greyhound answered and filed a motion for leave to designate SLE as a

responsible third party. Greyhound alleged that SLE owned and operated the bus, and employed the bus driver, involved in the accident.

Plaintiffs then filed a first amended petition that added Anthony Robinson, Dorsey Gardner, Micayla Fadiga, and Kylee Fadiga as plaintiffs and joined SLE as an additional defendant. SLE filed a special appearance contesting personal jurisdiction.

Plaintiffs later filed a second amended petition. They asserted claims against SLE and Greyhound for negligence, negligence per se, negligent entrustment, negligent undertaking, and gross negligence. SLE then filed its first amended special appearance.

Greyhound then filed a cross-claim against SLE. SLE filed a special appearance to Greyhound's cross-claim.

Plaintiffs filed a joint response to SLE's first amended special appearance. Greyhound filed a response to SLE's special appearance to Greyhound's cross-claim. Various declarations, depositions, and other pieces of documentary evidence were filed with the special appearances and responses.[1]

[1] In this appeal, both Greyhound and plaintiffs have referred to materials outside the official record on appeal. We do not consider those materials. *See In re Guardianship of Winn*, 372 S.W.3d 291, 297 (Tex. App.—Dallas 2012, no pet.) ("An appellate court cannot consider a document cited in a brief and attached as an appendix if it is not formally included in the record on appeal."). In a footnote in its brief, Greyhound asks us to remand for further proceedings and discovery if we refuse to consider Greyhound's extra-record evidence. We deny that request, which is unsupported by authority, as inadequately briefed.

The trial judge held a nonevidentiary hearing and took the matter under advisement. On August 29, 2024, the judge signed an order that denied SLE's special appearance, and SLE perfected this interlocutory appeal. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 51.014(a)(7). We concluded that the order was unclear as to which special appearance the trial judge had denied and as to whether she intended to deny both pending special appearances, so we abated this appeal and sought clarification. The judge then signed an amended order that clearly denied both of SLE's special appearances. We lifted the abatement and now address the merits of this appeal.[2]

II. ISSUES PRESENTED

SLE raises two issues on appeal. Each argues that the trial judge erred by denying SLE's special appearances.

In its first issue, SLE argues that it is not a Texas resident and that it lacks sufficient contacts with Texas to be amenable to personal jurisdiction in Texas consistent with due process. In its second issue, SLE argues that, regardless of SLE's Texas contacts, the exercise of personal jurisdiction in this case violates SLE's due-process rights under traditional notions of fair play and substantial justice.

[2] The clerk's record reflects that plaintiffs filed a third amended petition after the trial judge signed the August 29, 2024 order denying SLE's special appearance. The third amended petition added a new plaintiff. Because the new plaintiff was not a party when the trial judge signed the original order denying SLE's special appearance, and because SLE's special appearances did not address the new plaintiff's claims, we do not include the new plaintiff in the list of appellees in this appeal. *See* TEX. R. APP. P. 3.1 (defining appellee as "a party adverse to an appellant").

III. OVERVIEW OF THE LAW OF PERSONAL JURISDICTION

A. Substantive Law

A state court has personal jurisdiction over a nonresident defendant if (i) the state's long-arm statute permits such jurisdiction and (ii) the exercise of jurisdiction is consistent with federal and state due-process guarantees. *TV Azteca, S.A.B. de C.V. v. Ruiz*, 490 S.W.3d 29, 36 (Tex. 2016). The Texas long-arm statute reaches as far as federal due process allows, so Texas courts may exercise personal jurisdiction over a nonresident if doing so comports with federal due-process limitations. *Id*.

Under the Due Process Clause, a state court can exercise personal jurisdiction over a nonresident defendant only if (i) the defendant has established minimum contacts with the state and (ii) the exercise of jurisdiction comports with traditional notions of fair play and substantial justice. *Id*.

Under the minimum-contacts prong of the analysis, we consider whether a defendant has established contacts with the state by purposefully availing itself of the privilege of conducting activities there, thereby invoking the benefits and protections of the forum's laws. *See id.* at 37–38. Three principles guide our purposeful-availment analysis: (i) only the defendant's contacts with the forum are relevant—not the unilateral activity of another party or a third person; (ii) the contacts must be purposeful rather than random, fortuitous, or attenuated; and (iii) the defendant must seek some benefit, advantage, or profit by availing itself of the forum. *Id*.

The minimum-contacts test is more or less demanding depending on whether the plaintiff's claims are related to the defendant's forum contacts. *See id*. at 37. If the claims are unrelated to the forum contacts, the exercise of jurisdiction is said to be one of "general jurisdiction," and the minimum-contacts test is satisfied only if the defendant's affiliations with the state are so substantial, continuous, and systematic as to make the defendant essentially at home in the state. *See id*.; *see also Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 358–59 (2021) (noting that ordinarily a corporation is at home only in its state of incorporation and the state where its principal place of business is located). This is a demanding test. *See BNSF Ry. Co. v. Tyrrell*, 581 U.S. 402, 406, 414 (2017) (holding that nonresident railroad was not subject to general jurisdiction in Montana despite having over 2,000 miles of railroad track, over 2,000 employees, and one automotive facility in that state).

An alternative to general jurisdiction is specific jurisdiction. A court may exercise specific jurisdiction over a defendant if (i) the defendant purposefully availed itself of the forum state and (ii) the plaintiff's claim arises from or relates to the defendant's contacts. *See TV Azteca*, 490 S.W.3d at 37. In a specific-jurisdiction case, the minimum-contacts analysis focuses on the relationship among the defendant, the forum, and the litigation. *Moki Mac River Expeditions v. Drugg*, 221 S.W.3d 569, 575–76 (Tex. 2007). In *Moki Mac*, the Supreme Court held that specific jurisdiction's nexus requirement is satisfied only if there a substantial connection between the defendant's forum contacts and the operative facts of the litigation. *Id*.

at 585. In applying the substantial-connection test, we consider factors such as (i) what the claim is principally concerned with, (ii) whether the defendant's forum contacts will be the focus of the trial and consume most if not all of the litigation's attention, and (iii) whether the contacts are related to the operative facts of the claim. *TV Azteca*, 490 S.W.3d at 53. Specific jurisdiction is analyzed on a claim-by-claim basis to determine whether each claim arises from or relates to the defendant's contacts. *Id*. at 37.

Finally, even if the defendant has established minimum contacts with the forum state, an exercise of personal jurisdiction violates due process if it offends traditional notions of fair play and substantial justice. *See id*. at 55. Several factors are relevant to this prong of the analysis: (i) the burden on the defendant; (ii) the forum's interest in adjudicating the dispute; (iii) the plaintiff's interest in obtaining convenient and effective relief; (iv) the interstate judicial system's interest in obtaining the most efficient resolution of controversies; and (v) the states' shared interest in furthering fundamental substantive social policies. *Retamco Operating, Inc. v. Republic Drilling Co*., 278 S.W.3d 333, 341 (Tex. 2009). The exercise of jurisdiction rarely offends fair play and substantial justice when the nonresident defendant has purposefully established minimum contacts with the forum state. *Id*.

B. Procedural Rules

A nonresident challenges a Texas court's personal jurisdiction over it by filing a special appearance. *See* TEX. R. CIV. P. 120a. The plaintiff bears the initial burden

to plead sufficient allegations to bring the nonresident defendant within the reach of the long-arm statute. *LG Chem Am., Inc. v. Morgan*, 670 S.W.3d 341, 346 (Tex. 2023). The plaintiff must satisfy that burden in its petition; allegations appearing only in the plaintiff's special-appearance response do not count. *Steward Health Care Sys. LLC v. Saidara*, 633 S.W.3d 120, 129 (Tex. App.—Dallas 2021, no pet.) (en banc). The defendant then bears the burden to negate all bases of personal jurisdiction alleged by the plaintiff in its petition. *Id.*

If the plaintiff fails to allege facts that bring the defendant within the long-arm statute, the defendant carries its burden to negate jurisdiction simply by proving it does not reside in Texas. *Id*. at 126. Otherwise, the defendant can negate personal jurisdiction on either a factual or a legal basis. *TV Azteca*, 490 S.W.3d at 36 n.4. It can present evidence negating the plaintiff's allegations supporting jurisdiction, and the plaintiff can then respond with its own evidence supporting its allegations. *Id*. Or the defendant can show that the plaintiff's jurisdictional allegations, even if true, do not meet the requirements for personal jurisdiction. *Id*.

Although the trial judge acts as the factfinder and must resolve any factual disputes in the special-appearance evidence, the judge must accept as true any clear, direct, and positive evidence presented in an undisputed affidavit. *Forever Living Prods. Int'l, LLC v. AV Eur. GmbH*, 638 S.W.3d 719, 723 (Tex. App.—Dallas 2021, no pet.); *see also Smith v. Patrick W.Y. Tam Tr.*, 296 S.W.3d 545, 547 (Tex. 2009)

(discussing circumstances under which evidence must be taken as true as a matter of law).

C. Standard of Appellate Review

When we review a trial court's order deciding a special appearance, we review the trial court's factual findings, whether express or implied, for legal and factual sufficiency of the evidence. *See BMC Software Belg., N.V. v. Marchand*, 83 S.W.3d 789, 794–95 (Tex. 2002). The ultimate question of whether the trial court has personal jurisdiction over a defendant is a question of law that we review de novo. *TV Azteca*, 490 S.W.3d at 36 n.4.

IV. ANALYSIS

A. Issue One: Minimum Contacts

1. Pleaded Bases for Personal Jurisdiction

SLE argues that appellees failed to plead sufficient jurisdictional facts against SLE. We disagree for the following reasons.

In plaintiffs' live petition, they alleged that SLE is a foreign limited liability company with its principal place of business in Idaho. They further alleged that the trial court had personal jurisdiction over SLE because SLE "contracted with Greyhound, a Texas entity, and this case arises out of those contacts to [sic] Texas, the forum state." This is sufficient to allege that SLE is subject to specific personal jurisdiction in Texas. *See id*. at 37 (discussing specific jurisdiction).

Greyhound alleged in its cross-claim that SLE is an Idaho limited liability company with its principal place of business in Idaho. It further alleged that the trial court had personal jurisdiction over SLE "because of SLE's substantial contacts with the forum state including its Interline Agreement and continuing business relationship with Greyhound." We construe this allegation as one of general personal jurisdiction because (i) Greyhound did not allege that its cross-claims against SLE, which are all in the nature of contribution claims, arose from or related to SLE's Texas contacts, and (ii) Greyhound alleged that SLE's contacts with Texas are "substantial," which would be consistent with a general-jurisdiction allegation. *See id*. (discussing general jurisdiction).

2. General Jurisdiction

Next, SLE argues that it successfully negated the premise that it is subject to general jurisdiction in Texas. We agree.

A defendant is subject to general jurisdiction in a state only if its contacts are so continuous and systematic that the defendant is essentially at home there. *See BNSF Ry. Co.*, 581 U.S. at 413. For a corporation, general jurisdiction is typically limited to the states where the company is incorporated and where its principal place of business is located. *See id*. General jurisdiction is available in another forum only in an exceptional case—for example, when the company relocates its center of operations to the forum state because of war. *See id*. (referring to *Perkins v. Benguet Consolidated Mining Co.*, 342 U.S. 437 (1952), as exemplifying the "exceptional

case"). The same general-jurisdiction rules apply to both corporations and limited-liability companies. *See Forever Living Prods. Int'l*, 638 S.W.3d at 724.

Both Greyhound and plaintiffs pleaded that SLE is a foreign limited-liability company with its principal place of business in Idaho. Accordingly, because Texas is not SLE's place of organization or the location of its principal place of business, Texas can exercise general jurisdiction over SLE only if this is an exceptional case like *Perkins* and the facts show that SLE is essentially at home in Texas.

We conclude that the record establishes that SLE is not essentially at home in Texas. SLE's unrebutted evidence shows that

- its two owner-operators (spouses Jacob and Lori Price) do not reside in Texas,
- it has no officers or offices located in Texas,
- it provides general shuttle and charter services in eight western states that do not include Texas, and
- its only business relationship with Texas is its relationship with Greyhound, which is governed by a contract called an Interline Agreement.

Appellees argue that the SLE–Greyhound business relationship required SLE to have ongoing contacts with Texas such as communicating with Greyhound in Texas, using Greyhound's Dallas-located software for trip and route management, receiving revenues that flowed through Greyhound first, and sending personnel to business meetings in Texas. But even taking those facts as true, we conclude that they do not suffice to show that SLE was at home in Texas. *See BNSF Ry. Co.*, 581 U.S. at 406,

414 (holding that railroad was not subject to general jurisdiction in Montana despite having over 2,000 miles of railroad track, over 2,000 employees, and an automotive facility in that state).

For the foregoing reasons, SLE's evidence established that it is not at home in Texas, and the trial judge could not reasonably conclude otherwise. Thus, the order denying SLE's special appearances cannot be upheld based on general jurisdiction.

3. Specific Jurisdiction

Next we consider whether SLE successfully negated specific-jurisdiction minimum contacts. As explained above, specific-jurisdiction minimum contacts are present if (i) the defendant purposefully availed itself of the forum and (ii) the defendant's alleged liability arises from or relates to the defendant's forum contacts. *See, e.g.*, *Moki Mac*, 221 S.W.3d at 576. The trial judge implicitly found that SLE failed to negate these elements.

a. Purposeful Availment

Both plaintiffs and Greyhound alleged that SLE purposefully availed itself of Texas via its contract with Greyhound. As noted above, this contract is called an Interline Agreement. SLE did not dispute the contract's existence, stating in its first amended special appearance that "[t]he only contact SLE has with the State of Texas is the Interline Agreement with Greyhound." SLE further stated, "SLE acknowledges contracting with Greyhound, a Texas domiciled entity[,] and thus personally [sic] availing itself of Texas law."

For the reasons discussed below, we conclude that the evidence regarding the Interline Agreement supports the trial judge's implied finding that SLE did not negate its alleged purposeful availment of Texas.[3]

The Interline Agreement in effect at the time of the accident recited that it was between Greyhound and its subsidiaries on one side and SLE on the other. The Interline Agreement defined "Interline Service" generally as the arrangement whereby passengers could buy a single ticket from one carrier for a particular journey and then use either Greyhound's or SLE's system to travel "unencumbered" from beginning to end.

Witness Nina Norman testified in deposition that she worked in Greyhound's finance and network-development departments. She further said that the Interline Agreement was for the benefit of both parties: it benefited Greyhound by filling in gaps in its routes, and it benefited SLE by giving it access to a very large customer base. She testified that she participated in several "Zoom type meetings" with SLE's owner–operator Jacob Price and two or three other Greyhound employees during the COVID pandemic and that she and the other Greyhound employees were in Texas during those meetings. Norman communicated with Price by email "[p]retty regularly" from May 2020 until sometime in 2022, and she thought that there were

[3] Plaintiffs contend, and SLE denies, that SLE conceded the purposeful-availment element in the trial court. Because we conclude that the trial judge did not err by concluding that SLE did not negate purposeful availment of Texas, we need not decide whether SLE made such a concession.

probably at least a hundred emails going back and forth over that time period discussing operations. She also knew that Price met with a Greyhound employee in Grapevine, Texas, in January 2022.

Witness Tim Therrian was Greyhound's senior director of network planning in 2021. In his deposition, he explained that if Greyhound sold a ticket through its website and the purchaser traveled on both Greyhound and SLE buses during that trip, Greyhound would deduct a 20% seller's commission from the ticket revenue and split the remainder with SLE proportionally based on the number of miles traveled on each carrier. The funds paid for the ticket would go to Greyhound, and Greyhound would remit SLE's share to it later.

Therrian also testified that at the time of the accident, Greyhound sold its tickets through a software system called TRIPS. Greyhound owned the system, and it used and maintained the system in Dallas. Whenever an interline carrier changed its schedules or fares, it sent the changes to Greyhound, and Greyhound personnel in Dallas or Atlanta would implement them. Therrian also testified that Price communicated with him and another Greyhound employee from time to time regarding schedule coordination.

The Interline Agreement contained a Texas choice-of-law clause. It also contained the following provision about venue and jurisdiction:

> **20. VENUE AND JURISDICTION**
>
> For all disputes concerning service in the United States, each Party hereby

> (a) agrees that any state or federal court located in Dallas, Texas shall have exclusive jurisdiction over all claims, disputes or litigation arising out of this Agreement and the transactions contemplated hereby;
>
> (b) consents to submit to the exclusive jurisdiction of any appropriate state or federal court located in Dallas, Texas for any litigation arising out of this Agreement and the transactions contemplated hereby; and
>
> (c) waives any objection to the laying of venue of any litigation arising out of this Agreement and the transactions contemplated hereby in the state or federal courts located in Dallas, Texas.

(Internal hard returns added.)[4]

SLE co-owner Jacob Price testified in his deposition that the relationship between SLE and Greyhound went back at least to an earlier interline agreement dated 2012. Greyhound canceled that agreement, and SLE successfully approached Greyhound about entering a new agreement. Regarding the SLE bus route involved in this lawsuit, Price estimated that 90–95% of the passengers on board would be interline passengers and that a majority of those interline passengers would be through Greyhound. He further estimated that 10–15% of SLE's schedule-service revenues specific to ticket sales were through interline agreements, and that Greyhound accounted for a majority of that revenue. Additionally, Price remembered attending two business conferences in Texas, one of which was at

[4] We note that appellees did not plead that personal jurisdiction over SLE was proper simply because SLE consented to personal jurisdiction in ¶ 20 of the Interline Agreement. In its cross-claim, Greyhound alleged that SLE consented to *venue* in ¶ 20, but as to personal jurisdiction, Greyhound alleged only that jurisdiction was proper "because of SLE's substantial contacts with the forum state including its Interline Agreement and continuing business relationship with Greyhound." Accordingly, SLE was not required to negate contractual consent as a basis of personal jurisdiction, and we consider ¶ 20 only as part of the totality of circumstances bearing on specific jurisdiction. *See Saidara*, 633 S.W.3d at 129 (holding that specially appearing defendant's burden is limited to allegations in plaintiff's petition).

Greyhound's facility in Dallas. He interacted with some Greyhound employees at those conferences.

Based on the foregoing evidence and the three guidelines relevant to the purposeful-availment analysis, the trial judge could reasonably conclude that SLE purposefully availed itself of Texas via the Interline Agreement. There was evidence that SLE's entry into the Interline Agreement resulted from its own conduct and not the unilateral conduct of another. The evidence supported an inference that SLE's entry into the Interline Agreement was purposeful, as were its subsequent Texas contacts related to its performance under the Interline Agreement, such as submitting route schedule information to Greyhound, Price's communications with Greyhound about schedule coordination, and Price's emails with Norman about operations. Additionally, there was evidence that SLE sought to profit from the Interline Agreement, Greyhound's Texas operations, and SLE's related Texas contacts. Finally, the Interline Agreement gave SLE the right to invoke Texas law and a Texas forum to obtain remedies thereunder.

In sum, the trial judge's implied finding that SLE did not successfully negate purposeful availment of Texas was not erroneous. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 479–80 (1985) (nonresident franchisee's contractual relationship with resident franchisor, which involved continuous and wide-reaching contacts with franchisor in forum state, constituted purposeful availment); *DJRD, LLC v. SKOPOS Fin., LLC*, No. 05-16-00072-CV, 2016 WL 3912769, at *3 (Tex.

App.—Dallas July 14, 2016, no pet.) (mem. op.) (Maryland auto dealership purposefully availed itself of Texas by entering agreement with Texas company and selling 72 installment contracts to Texas company over roughly two-year period).

b. Relatedness

Next we consider whether appellees' claims against SLE arise from or relate to SLE's purposeful availment of Texas. We recently reaffirmed that this nexus requirement continues to be governed by the substantial-connection test that the Texas Supreme Court adopted in the *Moki Mac* decision and has applied in subsequent decisions such as *TV Azteca*. *See Conexiones Tornado S. de RL. de CV v. Ramirez de Munoz*, No. 05-23-00353-CV, 2024 WL 4262405, at *5–7 (Tex. App.—Dallas Sept. 23, 2024, no pet.) (mem. op.) (concluding that the substantial-connection test was not abrogated by the U.S. Supreme Court's *Ford Motor Co*. opinion). Thus, we determine whether appellees' claims are sufficiently related to SLE's Texas contacts by examining (i) what the claims are principally concerned with, (ii) whether SLE's forum contacts will be the focus of the trial and consume most if not all of the litigation's attention, and (iii) whether SLE's forum contacts are related to the operative facts of the claim. *See TV Azteca*, 490 S.W.3d at 53 (explaining the substantial-connection test).

We next review the pleaded claims in light of the substantial-connection factors. We first summarize plaintiffs' live claims against SLE at the time of the special-appearance hearing:

- vicarious liability for the bus driver's negligence and gross negligence in operating the bus;
- direct negligence and failure to use a high degree of care in hiring, retaining, training, and supervising the driver;
- negligent entrustment of the bus to the driver;
- violations of state and federal regulations and SLE's own safety rules;
- failure to inspect and maintain the bus;
- failure to implement or enforce safety-related policies;
- negligence per se for violating federal and state regulations;
- negligent undertaking of services for the individual appellees' protection; and
- gross negligence.

In its cross-claim against SLE, Greyhound avers that SLE—not Greyhound—owned and operated the bus involved in the accident. Then Greyhound reiterates plaintiffs' liability theories against SLE and concludes with a specific request for contribution from SLE in the event Greyhound is held liable to plaintiffs. Thus, for purposes of our relatedness analysis, Greyhound's cross-claims against SLE are the same as plaintiffs' claims against SLE. *See Shoemake v. Fogel, Ltd.*, 826 S.W.2d 933, 935 (Tex. 1992) (stating that a contribution claim is derivative of the plaintiff's right to recover from the contribution defendant).

Applying the same analysis we used in *Conexiones Tornado*, we conclude that the liability allegations in this case are principally concerned with the driver's operation of the bus in Utah and SLE's conduct in employing the driver and

otherwise providing the bus transportation in question. *See Conexiones Tornado*, 2024 WL 4262405, at *5 (holding that liability allegations principally concerned conduct in Mexico). Appellees do not allege that SLE's allegedly tortious conduct relating specifically to this bus driver and this bus took place in Texas. Although appellees refer to violations of Texas motor-vehicle regulations, we do not see how those regulations are relevant to a Utah bus accident that occurred during travel from Boise, Idaho, to Salt Lake City, Utah. *See id*. ("Despite Appellees' attempts to impose Texas motor-vehicle statutory requirements on Conexiones and its employee, there is no dispute that the acts and omissions Appellees complain of occurred in Mexico."). Based on this record, we conclude that the trial will focus on events and conduct that took place in Utah and Idaho—not on SLE's contacts with Texas. Accordingly, there is not a substantial connection between plaintiffs' claims and SLE's Texas contacts, and SLE is not amenable to specific jurisdiction in Texas for those claims. *See Moki Mac*, 221 S.W.3d at 585 (holding that claims based on fatal accident during Arizona river-rafting trip were not substantially connected to trip sponsor's direct solicitation to decedent's family in Texas); *Conexiones Tornado*, 2024 WL 4262405, at *8–9 (holding that specific jurisdiction over Mexican bus company was not available for claims arising from Mexican bus crash, even though the tickets were advertised and sold in Texas).

Appellees' arguments to the contrary are not persuasive. Plaintiffs argue that the nexus requirement is satisfied because the evidence supports a conclusion that

SLE's relationship with Greyhound was a cause in fact of the accident and resulting injuries. But in the course of adopting the substantial-connection test, the *Moki Mac* Court expressly rejected cause in fact as a sufficient nexus for specific-jurisdiction purposes. 221 S.W.3d at 580–81. Accordingly, plaintiffs' cause-in-fact argument is without merit.

Plaintiffs also argue that some of this case's operative facts relate to SLE's relationship with Greyhound. According to plaintiffs:

- SLE assumed duties by entering the Interline Agreement, such as being bound by Texas law;
- a Greyhound witness testified that customers who bought tickets through the Interline Agreement could reasonably expect reasonable and competent conduct by all relevant bus companies;
- in the Interline Agreement, SLE promised to comply with industry-specific safety standards; and
- a Greyhound witness testified that Greyhound expected SLE to deliver Greyhound passengers safely, to hire qualified and competent drivers, and to adequately and reasonably supervise and train its drivers.

We find this argument unconvincing. Again, SLE's purposeful availment of Texas consists of the Interline Agreement and related contacts, such as (i) SLE's communications with Greyhound to facilitate the smooth operation of both companies' businesses under that Agreement, (ii) SLE's acceptance of bus tickets sold through Greyhound's computer system located in Texas, (iii) SLE's acceptance of revenues generated through the Interline Agreement, and (iv) Price's occasional business travel to Texas. We are not persuaded that appellees' claims are principally

concerned with those contacts, that those contacts will consume most or all of the litigation's attention, or that those contacts will be the focus of the trial. Rather, based on the live pleadings, we conclude that the litigation and trial will be consumed mostly by the allegedly negligent conduct of SLE and its driver outside of Texas. *See Conexiones Tornado*, 2024 WL 4262405, at *5.

Greyhound argues that the Texas venue and jurisdiction provisions in the Interline Agreement distinguish this case from those supporting SLE's position. We disagree. Although those contract provisions support the proposition that SLE purposefully availed itself of Texas by entering the Interline Agreement, they do not demonstrate that Greyhound's contribution claim against SLE has a substantial connection with SLE's forum contacts. As previously noted, Greyhound's contribution claim is derivative of plaintiffs' claims against SLE; that is, SLE's liability to Greyhound is contingent on SLE's liability to plaintiffs. Because plaintiffs' claims against SLE do not have a substantial connection to SLE's Texas contacts, Greyhound's contribution claim doesn't either.

4. Conclusion

We conclude that SLE successfully negated the existence of minimum contacts under general-jurisdiction and specific-jurisdiction theories and that the trial judge erred by ruling otherwise. Accordingly, we sustain SLE's first issue on appeal.

B. Issue Two: Fair Play and Substantial Justice

Because SLE successfully negated the existence of minimum contacts, we need not decide whether exercising personal jurisdiction over SLE would offend traditional notions of fair play and substantial justice. *See* TEX. R. APP. P. 47.1; *see also O'Daire v. Rowand Recovery, LLC*, No. 05-16-01097-CV, 2017 WL 930036, at *4 (Tex. App.—Dallas Mar. 9, 2017, no pet.) (mem. op.) (declining to address fair play and substantial justice after deciding that minimum contacts were absent).

V. DISPOSITION

We reverse the trial judge's amended order denying SLE's special appearances and render judgment dismissing appellees' claims against SLE for lack of personal jurisdiction.

/Dennise Garcia/
DENNISE GARCIA
JUSTICE

Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

WESTERN TRAILS CHARTERS AND TOURS, LLC D/B/A SALT LAKE EXPRESS, Appellant

No. 05-24-01089-CV V.

BRYCE PROVANCE, ANTHONY ROBINSON, DORSEY GARDNER, MICAYLA FADIGA, KYLEE FADIGA AND GREYHOUND LINES, INC., Appellees

On Appeal from the County Court at Law No. 5, Dallas County, Texas
Trial Court Cause No. CC-23-04853-E.
Opinion delivered by Justice Garcia.
Justices Miskel and Lee participating.

In accordance with this Court's opinion of this date, the trial court's Amended Order Denying Special Appearances Filed by Western Trails Charters and Tours, LLC D/B/A Salt Lake Express is **REVERSED** and judgment is **RENDERED** that all claims asserted against appellant Western Trails Charters and Tours, LLC D/B/A Salt Lake Express by appellees Bryce Provance, Anthony Robinson, Dorsey Gardner, Micayla Fadiga, and Kylee Fadiga and all cross-claims asserted against appellant Western Trails Charters and Tours, LLC D/B/A Salt Lake Express by appellee Greyhound Lines, Inc. are **DISMISSED** for lack of personal jurisdiction.

It is **ORDERED** that appellant Western Trails Charters and Tours, LLC D/B/A Salt Lake Express recover its costs of this appeal from appellees Bryce Provance, Anthony Robinson, Dorsey Gardner, Micayla Fadiga, Kylee Fadiga and Greyhound Lines, Inc.

Judgment entered this 29th day of May 2025.