

Reversed and Rendered and Opinion Filed July 11, 2025



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-24-01121-CV

**K.R.U., LTD. D/B/A FEED ENERGY COMPANY, Appellant
V.
GUSTAVO RODRIGUEZ, Appellee**

**On Appeal from the 134th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-23-17477**

MEMORANDUM OPINION

Before Justices Goldstein, Barbare, and Jackson
Opinion by Justice Goldstein

K.R.U., Ltd. d/b/a Feed Energy Company appeals the trial court's order denying its special appearance. In one primary issue, with four subparts, Feed Energy challenges whether the trial court erred in denying its special appearance by implicitly finding that it had specific and general jurisdiction over Feed Energy and that exercising personal jurisdiction over Feed Energy would comport with traditional notions of fair play and substantial justice. We reverse the trial court's September 2, 2024, order denying Feed Energy's special appearance and render judgment dismissing Gustavo Rodriguez' claims against Feed Energy for want of personal jurisdiction.

Factual and Procedural Background

In October 2023, Rodriguez filed his original petition against Feed Energy, Trinity Industries, Inc., and Eagle Railcar Services. The petition alleged that Trinity, a Texas business, owned and leased a tanker railway car that was being used to transport feed products. Prior to loading and transporting the feed products, Trinity sent the tanker to Eagle Railcar, an Ohio business, to be inspected, serviced, and qualified “subject to HM216B railcar qualification regulations.” After the tanker’s “qualification,” Trinity sent the tanker to Des Moines, Iowa, to be loaded with feed products. “Feed products were sent using this railcar by Defendant Feed Energy to Link Feed Ingredients in Hereford, Texas.” The tanker was sent to a facility in Hereford, Texas, operated by Plains States. On or about August 10, 2023, Rodriguez was working for Link Feed Ingredients unloading the feed product from the tanker. “After being instructed to open the tanker’s top hatch, an explosion occurred severely injuring and burning Gustavo Rodriguez over the majority of his body.”

The petition alleged specifically that Feed Energy sent feed products to Hereford “using this railcar.” Rodriguez asserted a negligence claim against Feed Energy based on allegations that Feed Energy, among other things, failed to maintain and clean the railcar, inspect its products for flammable materials, warn of flammable materials inside the railcar, properly handle its products, disclose the transportation of hazardous materials, and provide adequate safety policies and procedures. Moreover, Rodriguez alleged that the acts of negligence of all the

defendants were “of such character as to make the Defendants guilty of gross negligence.”

In January 2024, Feed Energy filed a verified special appearance asserting that it is a limited company organized and existing under the laws of the State of Iowa since 1986 with its principal place of business in Pleasant Hill, Iowa. Feed Energy argued it does not have any employees in Texas, does not own or lease real property located in Texas, and is not registered to do business in Texas. Feed Energy asserted that Rodriguez’ petition “only allege[d] that ‘[f]eed products were sent using [a] railcar by Feed Energy’ to Hereford, Texas where Plaintiff was injured” and further alleged that Feed Energy “committed ten negligent acts.” The petition did not, however, “allege some links with Texas” and, to the extent any links with Texas existed, “none of Feed Energy’s purported Texas contacts would cause it to expect to be haled into a Texas court.” In reply to Rodriguez’ response to the special appearance, Feed Energy averred that Plains States Commodities, LLC, a Wyoming company with its principal place of business in Illinois, purchased the feed products from Feed Energy and took delivery in Iowa. Specifically, Feed Energy asserts that the purchase agreement between Feed Energy and Plains States described the terms of the sale as “FOB Des Moines, IA.” Feed Energy contended that “[a]fter delivering the product to Plains States in Iowa, Feed Energy had no control over the product after it left its property” and that Plains States “unilaterally directed its

product to Hereford, Texas.” Feed Energy asked the trial court to grant its special appearance and dismiss the case.

At the March 7, 2024 hearing on Feed Energy’s special appearance, Feed Energy’s counsel argued that the “only allegation” in Rodriguez’ original petition was that “Feed products were sent using this railcar,” which was a “Trinity railcar.” Counsel noted the purchase contract between Feed Energy and Plains States “for the soybean product that was being unloaded” stated that the purchase was “FOB, De[s] Moines, Iowa.” Counsel explained that “FOB” meant that ownership was transferred at the Iowa location specified, Feed Energy “no longer had control” of the product after it was delivered in Iowa, this was “an Iowa-to-Illinois transaction,” and “the purchase contract does not mention Texas” or “Link Feed Ingredients.” Rodriguez’ counsel responded that “the pleadings are what matter here, where plaintiff worked,” relating “about Feed Energy being negligent in what they did . . . in Texas.” The “incident occurred in Texas,” Feed Energy’s “product was in Texas,” the product “was being unloaded in Texas,” and Feed Energy “failed to warn about the flammable materials inside of the railcar for the folks that were unloading it in Texas.” “They [Feed Energy] committed torts in Texas, which provide specific jurisdiction for this court in Texas.”

On the issue of whether Feed Energy “purposely availed itself of the privilege of conducting activities in Texas,” Rodriguez’ counsel asserted that Feed Energy applied for and obtained “an active feed license” required under the Texas

Agricultural Code to “manufacture or distribute commercial feed” in Texas. Thus, counsel argued, Feed Energy had “availed themselves to Texas jurisdiction by applying for and being able to manufacture or distribute within Texas.” Counsel requested that, “to the extent the Court might be inclined to grant a special appearance,” the court grant a continuance and allow time to conduct additional discovery. Feed Energy’s counsel responded that the purpose of the feed license in question was “to track feed product that comes into Texas that might cause an illness to cattle; for example, mad cow disease.” The license does not have an expiration date; “you get a license and it lasts forever until you tell the state of Texas, ‘you know what, I don’t need that license anymore.’” “On top of that,” counsel argued, “a license is the ‘ability,’ it’s not about the ‘doing’ part.” Finally, counsel emphasized that Feed Energy did not “sell to a Texas customer,” and “knowing that your product will end up in another forum is absolutely not sufficient for personal jurisdiction.” At the conclusion of the hearing, the trial court granted Rodriguez’ request to conduct limited jurisdictional discovery.

Six months later, on August 8, 2024, the trial court, “having reviewed and considered the pleadings, along with any evidence submitted, any oppositions, the arguments of counsel, and all other matters properly before [it],” signed an order sustaining Feed Energy’s special appearance and dismissing without prejudice Rodriguez’ claims against Feed Energy. On August 16, 2024, Rodriguez filed a motion for rehearing and motion to reconsider the trial court’s ruling on Feed

Energy's special appearance. Rodriguez complained that he was not given the opportunity to provide the court with facts developed in additional discovery. Specifically, Rodriguez asserted that discovery proved Feed Energy "knew its product was headed to Texas," it obtained a Texas license in 2001, and "on average 3% of Energy Feed (sic) commercial feed has been delivered to Texas for the years 2018 to 2023." As support for these assertions, Rodriguez cited the bill of lading from the underlying transaction that showed "Feed Energy Co" was the "Shipper," Plains States was the "Consignee," and the product shipped was to "end up in Hereford, Texas."

On August 23, 2024, Rodriguez filed his first amended petition stating additional jurisdiction facts. Specifically, Rodriguez contended that Feed Energy has conducted business in Texas; the bill of lading created by Feed Energy showed that the product purchased by Plains States was going to Hereford, Texas; Feed Energy knew that the product in this case was going to Texas; and Feed Energy obtained a Texas feed license that allowed it to manufacture or distribute commercial feed in Texas. Rodriguez averred that Feed Energy "purposefully availed itself of the right to conduct business in Texas by obtaining this license" and that three percent of Feed Energy's products ended up in Texas between 2018 and 2023. Rodriguez further asserted that Feed Energy "annually paid inspection fees to Texas based on the tonnage of Feed Energy Product that is sent to Texas." Rodriguez concluded that:

Feed Energy had a reasonable expectation that its product was going to Plains States location in Texas through the (1) bills of lading that indicated their product was going to Texas, (2) inspection fees paid to the state of Texas, and (3) reviewing the bill of lading specific to the load in this incident. Feed Energy had a specific intent or purpose to serve the market in Texas.

On August 26, 2024, the trial court held a hearing on Rodriguez’ motion for rehearing. Rodriguez made arguments based upon the jurisdictional facts alleged in his amended petition and admitted into evidence, among other things, the deposition of Robin Sampson, Feed Energy’s chief commercial officer, and the bill of lading. Rodriguez’ counsel argued that Sampson’s deposition showed Feed Energy had a Texas feed license since 2001, the license remained active through the time of trial, and Feed Energy “continues to utilize that license to allow distribution of its commercial feed in Texas with as much as three percent of their sales over the last five years being distributed in Texas.” Counsel stated that the bill of lading was “developed at Samson’s deposition” and showed Feed Energy “knew the product was going to Hereford.” Counsel argued that “personal jurisdiction exists when, under Texas law, you put your product in the stream of commerce and have what the courts call a ‘plus factor,’ which . . . is an intent -- or the purpose to go to the market in the forum state.” In support of this “stream of commerce plus” argument, counsel cited *Far East Machinery Co. v. Aranzamendi*, 2022 WL 4180472 (Tex. App.—Dallas Sept. 13, 2022, pet. denied), for the proposition that “[a]ll that’s required to meet the first standard of the test is, a reasonable expectation that the product will

end up in the forum state.” Counsel argued further that the “plus factor is something that evidences an intent or purpose to serve the market in the forum state.”

Feed Energy’s counsel pointed out that Rodriguez did not argue that “Feed Energy shipped this product to Texas” or that Feed Energy “owned the product that was sent to Texas.” Counsel argued that the reason Rodriguez did not make this argument was because the product purchase order “clearly spells out this was a contract between Feed Energy, an Iowa company, and Plains States, an Illinois company, and the sale was FOB, De[s] Moines, Iowa.” Thus, ownership and title passed to Plains States in Des Moines, and “thereafter Feed Energy had no contact with this product” and “all decisions towards Texas were a unilateral-type of decision on Plains States side.” Counsel referenced Sampson’s deposition testimony that the purchase order said the product’s final destination was “to be determined,” and “it was not until Plains States provided that final destination as Texas that there is an awareness that Texas is the final destination.” Specifically, counsel quoted Sampson’s testimony as follows:

I have zero expectation that my products ever end up in Texas because I don’t have any customers in Texas. But if a customer that buys a product in FOB, De[s] Moines, Iowa and decides that they wanted to ship their product anywhere in the US, including Texas, and they give us an order to put that on the bill of lading, we will do that.

Counsel contended there was no plus factor in this transaction; specifically, that the Texas feed license was not the “plus factor” for purposes of the “stream of commerce plus” analysis because there was “no connection between this license or

the paying of franchise taxes and the operative facts of this litigation.” Counsel stated that the Texas feed license requirement is “an unusual statute in our agriculture code” that puts the burden of “paying this inspection fee not on the party that owns the feed, not on the party that ships the feed . . . [j]ust on the party that originally labels the feed.” Counsel asserted that “the right characterization of the statute is that Feed Energy applied for that license and paid these fees so that Feed Energy’s non-Texas customers, that is customers in Illinois, you know, Colorado, wherever, could sell their product in Texas. Not our product.” For purposes of this transaction, counsel contended that the “jurisdictional facts . . . show that the movement of the product to Texas was the unilateral act of a third party, a nonparty, Plains States.” After the hearing, the trial court vacated its prior order sustaining the verified special appearance and advised it would issue a further ruling.

On September 2, 2024, the trial court signed an order granting Rodriguez’ motion for rehearing and denying Feed Energy’s verified special appearance. This appeal followed.

ANALYSIS

In its first issue, Feed Energy argues the trial court erred in denying its special appearance by implicitly finding that it had specific jurisdiction over Feed Energy. We find instructive to our analysis the Texas Supreme Court’s recent opinion on specific jurisdiction, *BRP-Rotax GmbH & Co. KG v Shaik*, No. 23-0756, 2025 WL 1727903 (Tex. June 20, 2025). As in *BRP-Rotax*, whether Texas courts may exercise

jurisdiction over Feed Energy depends on our application of the “stream-of-commerce-plus” test, under which Feed Energy is subject to jurisdiction in Texas only if it had an intent or purpose to serve the Texas market. *Id.* at *1. As the supreme court has “repeatedly explained, the stream-of-commerce-plus test requires a defendant to *specifically target* Texas; it is not enough that a defendant may foresee some of its products’ eventually arriving here.” *Id.* (emphasis in original).¹

Standard of Review

Whether a trial court has personal jurisdiction over a nonresident defendant is a question of law we review de novo. *Old Republic Nat’l Title Ins. Co. v. Bell*, 549 S.W.3d 550, 558 (Tex. 2018). If, as in this case, the trial court does not issue findings

¹ We empathetically note without further discussion Justice Busby’s concurrence which, prior to a historical analysis beseeching the United States Supreme Court to revisit personal jurisdiction, commences that:

I join the Court’s opinion, which faithfully applies the law of personal jurisdiction to the facts of this case. But I do so with growing concern about the Supreme Court of the United States’ decision to enshrine “fair play” and “reasonableness” as the constitutionally mandated touchstones of personal jurisdiction. These squishy, subjective standards—unmoored from constitutional text and history—have failed on their own terms, producing inconsistent, unpredictable, and thus unfair results in factually similar cases brought in different courts. Indeed, this very case would have been decided differently had it been filed in a Texas federal court. Jurists, scholars, and commentators have all written extensively on the problem, but nothing has changed: my colleagues and I must still apply this broken regime ushered in by *International Shoe Co. v. Washington* [326 U.S. 310 (1945)] nearly 80 years ago.(footnote omitted).

As explained below, the doctrine is unworkable: it yields mixed results in indistinguishable cases, allowing one court to assert personal jurisdiction where another will not. Even worse, the current regime makes it easier for Texas federal courts to exercise personal jurisdiction over nonresident corporate defendants—via the so-called “pure” stream-of-commerce test—than for Texas state courts—which apply the more stringent stream-of-commerce-plus test. All this uncertainty is costly for parties and inefficient for courts.

of fact and conclusions of law with its special appearance ruling², we imply all findings of fact necessary to support its ruling that are supported by the evidence. *BMC Software Belgium, N.V. v. Marchand*, 83 S.W.3d 789, 795 (Tex. 2002). These implied findings may be challenged for legal and factual sufficiency when the appellate record includes the reporter’s and clerk’s records. *Chen v. Razberi Techs., Inc.*, No. 05-19-01551-CV, 2022 WL 16757346, at *2 (Tex. App.—Dallas Nov. 8, 2022, pet. denied) (mem. op.). Where the “relevant facts” are undisputed, “we consider only the legal question [of] whether [those] facts establish Texas jurisdiction.” *Old Republic*, 549 S.W.3d at 558. Here, the operative facts are not in dispute. The legal effect of those facts, however, is the crux of the dispute argued to the trial court that we now review de novo.

Personal Jurisdiction

Texas courts may assert personal jurisdiction over a nonresident defendant if (1) the Texas long-arm statute authorizes the exercise of jurisdiction and (2) the exercise of jurisdiction is consistent with federal and state constitutional due process guarantees. *Moki Mac River Expeditions v. Drugg*, 221 S.W.3d 569, 574 (Tex. 2007). “While ‘[a]llegations that a tort was committed in Texas satisfy our long-arm statute,’ those allegations ‘must also satisfy due-process requirements.’” *BRP-Rotax*,

² The trial court’s denial of the request for findings of fact and conclusions of law is not challenged, and we note without further discussion that the same is not required. TEX. R. APP. P. 28.1(c) (“The trial court need not file findings of fact and conclusions of law but may do so within 30 days after the order is signed.”).

2025 WL 1727903, at *3 (quoting *Luciano v. SprayFoamPolymers.com, LLC*, 625 S.W.3d 1, 8 (Tex. 2021) (additional citations omitted); TEX. CIV. PRAC. & REM. CODE § 17.042(1), (2). The exercise of personal jurisdiction over the nonresident defendant is constitutional when (1) the nonresident defendant has established minimum contacts with the forum state and (2) the exercise of jurisdiction comports with traditional notions of fair play and substantial justice. *BMC Software*, 83 S.W.3d at 795.

A nonresident defendant’s contacts with the forum state can give rise to general (sometimes called all-purpose) or specific (sometimes called case-linked) jurisdiction. *BRP-Rotax*, 2025 WL 1727903, at *3; *Luciano*, 625 S.W.3d at 8. As Rodriguez “does not claim general jurisdiction exists,” we focus on specific, case-linked, jurisdiction, which requires that the evidence satisfy a well-established two-prong test. *BRP-Rotax*, 2025 WL 1727903, at *3 (citing *LG Chem Am., Inc. v. Morgan*, 670 S.W.3d 341, 347 (Tex. 2023)). First, Feed Energy must have taken “some act by which [it] purposefully avail[ed] itself of the privilege of conducting activities within [Texas], thus invoking the benefits and protections of its laws.” *BRP-Rotax*, 2025 WL 1727903, at *3 (quoting *Hanson v. Denckla*, 357 U.S. 235, 253 (1958)). Second, the claims must “arise out of or relate to” Feed Energy’s Texas-focused activities. *Id.* (quoting *Ford Motor Co. v. Montana Eighth Judicial Dist. Court*, 592 U.S. 351, 359 (2021) (additional citations omitted)).

The plaintiff bears the initial burden to plead sufficient allegations to bring a nonresident defendant within the provisions of the Texas long-arm statute. *Kelly v. Gen. Interior Constr., Inc.*, 301 S.W.3d 653, 658 (Tex. 2010). Once the plaintiff has met the initial burden of pleading sufficient jurisdictional allegations, the defendant bears the burden of negating all bases of personal jurisdiction alleged by the plaintiff. *Id.* “Because the plaintiff defines the scope and nature of the lawsuit, the defendant’s corresponding burden to negate jurisdiction is tied to the allegations in the plaintiff’s pleading.” *Id.* If the defendant presents evidence in its special appearance disproving the plaintiff’s jurisdictional allegations, the burden shifts back to the plaintiff to establish the court has personal jurisdiction. *Id.* at 659. The plaintiff should amend the petition if it lacks sufficient allegations to bring the defendant under the Texas long-arm statute or if the plaintiff presents evidence that supports a different basis for jurisdiction in the special appearance response. *Id.* at 659 n.6. Raising jurisdictional allegations for the first time in a response to the special appearance is insufficient. *Steward Health Care Sys. LLC v. Saidara*, 633 S.W.3d 120, 128–29 (Tex. App.—Dallas 2021, no pet.) (en banc); *see also Kelly*, 301 S.W.3d at 658 n.4 (“additional evidence merely supports or undermines the allegations in the pleadings”).

A. Jurisdictional Allegations Supporting Specific Jurisdiction Against Feed Energy in Original Petition

We begin our analysis by considering the jurisdictional facts Rodriguez pleaded in his original petition against Feed Energy. *See Kelly*, 301 S.W.3d at 658 (stating the plaintiff bears the initial burden to plead sufficient allegations to bring a nonresident defendant within the provisions of the Texas long-arm statute). Rodriguez’ allegations in his original petition revolved around Feed Energy’s actions in “using this railcar” leased by Trinity and serviced by Eagle Railcar. In its verified special appearance, Feed Energy established that it did not “use” the railcar beyond loading it with feed product sold to Plains States in Iowa and delivered “FOB, Des Moines, Iowa.” We conclude, as did the trial court when it sustained the special appearance, that Rodriguez’ original petition failed to establish that the trial court had specific jurisdiction over his claims against Feed Energy. *See BMC Software*, 83 S.W.3d at 796.

B. Rodriguez’ First Amended Petition

After limited jurisdictional discovery, Rodriguez amended his petition, which was the live pleading at the time of the rehearing. Rodriguez’ first amended petition asserted that Feed Energy knew that the product in this case was going to Texas; Feed Energy obtained a Texas feed license; and three percent of Feed Energy’s products ended up in Texas between 2018 and 2023. At the hearing on Rodriguez’ motion for rehearing, his counsel argued extensively that Feed Energy’s procurement of a Texas feed license, payment of inspection fees, along with the bill

of lading established specific jurisdiction over Rodriguez' claims against Feed Energy. We disagree.

1. Texas Feed License and Inspection Fees

Section 141.021 of the agriculture code provides that a person may not manufacture or distribute commercial feed in this state without a valid current license issued by the Texas Feed and Fertilizer Control Service for each feed facility that manufactures or distributes commercial feed. TEX. AGRIC. CODE § 141.021(a). An application for a license shall be submitted on a form prescribed and provided by the service and accompanied by a license fee not to exceed \$75 for each facility, as provided by department rule. *Id.* § 141.021(b). A license issued under this chapter is permanent unless:

- (1) the service revokes, suspends, annuls, or amends the license;
- (2) the licensee withdraws or cancels the license;
- (3) the licensee's report to the service indicates no activity for one year; or
- (4) the service requires a new license.

Id. § 141.023.

It is undisputed that Feed Energy procured its Texas feed license in 2001, based upon information it received that its product may end up in Texas to be used in either a secondary product or for some purpose, and it remained in effect at the time of the hearing. Feed Energy was also responsible for paying inspection fees in the states where Feed Energy's products end up, with the license application

indicating that it would “distribute total tonnage of \$100 or more in inspection fees per year.” Feed Energy confirmed that it has “paid inspection fees to Texas based upon a bill of lading with a[n] order attached to it.”

Rodriguez argued that this license and Feed Energy’s annual payment of “inspection fees to Texas based on the tonnage of Feed Energy Product that is sent to Texas” constituted a “plus factor” in a “stream of commerce plus” analysis, citing *Aranzamendi*, 2022 WL 4180472. In *Aranzamendi*, a panel of this Court cited the Supreme Court of Texas’ decision in *Luciano* for the following proposition:

Under our stream-of-commerce-plus precedent, specific jurisdiction exists if the defendant places goods into the stream of commerce with the expectation that they will be purchased by consumers in the forum state. The exercise of jurisdiction is permitted, however, only when the defendant targets the forum, not when the defendant merely foresees his product ending up there. In resolving questions of specific jurisdiction, we look both to the defendant’s conduct and the economic realities of the market the defendant seeks to serve.

Aranzamendi, 2022 WL 4180472, at *4 (quoting *Luciano*, 625 S.W.3d at 13).

Here, we have already determined that the record shows Feed Energy did not “use” the railcar which transported feed products to Texas, and there is no evidence in the record to show Feed Energy targeted Texas as a destination for the railcar. As Sampson’s deposition testimony showed, Feed Energy put the Texas destination on the bill of lading after Plains States’ purchase of the product and at Plains States’ direction. The evidence in this case supports an argument that it was foreseeable that some of Feed Energy’s products, after being purchased by third parties, might end up in Texas. However, the mere foreseeability of Feed Energy’s products ending up

in Texas was not enough to establish specific jurisdiction. *See Luciano*, 625 S.W.3d at 13. There is no evidence that, by obtaining the Texas feed license or paying an inspection fee, Feed Energy targeted Texas; rather, the evidence reflects Feed Energy is required to register in any state where the labeled product ends up in accordance with federal mandate. Moreover, we cannot conclude Feed Energy “targeted” Texas when it paid a one-time \$75 Texas feed license fee in 2001 so that foreseeable, but unknown, future shipments to Texas by third-party purchasers would not violate the Texas agriculture code.³ *See id.*

2. Purchase Contract and Bill of Lading

The May 4, 2023, purchase agreement confirmed that Plains States agreed to purchase a specified quantity, at a price per ton, of Interphase, “F.O.B.: Des Moines, IA,” between the dates of May 15, 2023, through October 31, 2023,” to be shipped to Plains States at a destination to be advised. The bill of lading dated July 24, 2023, reflected the destination of Hereford, Texas, as specified by Plains States.

We agree with Feed Energy that the jurisdictional facts establish that a non-party third party unilaterally determined to ship the product to Texas. While the commercial feed license and payment of inspection fees were necessary to facilitate shipments to Texas for its customers to place their product into the stream of commerce, that in and of itself is insufficient to establish intent and purpose of doing

³ We note that, because the Texas feed license is permanent once obtained, Feed Energy’s action in acquiring the Texas feed license in 2001 was a one-time action requiring no further action or consideration on Feed Energy’s part, regardless of whether its products ever ended up in Texas.

business for purposes of the plus factor. *See BRP-Rotax*, 2025 WL 1727903, at *4. In this transaction, on this record, Feed Energy neither controlled the destination of the product nor targeted Texas; rather, Feed Energy merely foresaw the product ending up here, thus necessitating the license and payment of inspection fees. *See id.*⁴

On this record, none of Rodriguez’ factual allegations in his first amended petition established specific jurisdiction over Feed Energy. Accordingly, we conclude the trial court erred by denying Feed Energy’s special appearance. *See BMC Software*, 83 S.W.3d at 795. We sustain Feed Energy’s first issue. Based on our conclusion that Rodriguez failed to establish specific jurisdiction, and Rodriguez “does not claim general jurisdiction exists,” we do not consider whether he established general jurisdiction or whether exercising jurisdiction would comport with traditional notions of fair play and substantial justice. *See TEX. R. APP. P. 47.1.*

Conclusion

We reverse the trial court’s September 2, 2024, order denying Feed Energy’s

⁴ To the extent any argument is made that Feed Energy’s website is a basis for specific jurisdiction, we determine that there is no evidence that the website was targeted to Texas; rather, the website informed of services provided to customers. Feed Energy specifically denied in the record that it had any Texas customers, and no evidence was presented to the contrary.

special appearance and render judgment dismissing Rodriguez' claims against Feed Energy for want of personal jurisdiction.

/Bonnie Goldstein/

BONNIE LEE GOLDSTEIN
JUSTICE



**Court of Appeals
Fifth District of Texas at Dallas**

JUDGMENT

K.R.U., LTD. D/B/A FEED
ENERGY COMPANY, Appellant

No. 05-24-01121-CV V.

GUSTAVO RODRIGUEZ, Appellee

On Appeal from the 134th Judicial
District Court, Dallas County, Texas
Trial Court Cause No. DC-23-17477.

Opinion delivered by Justice
Goldstein. Justices Barbare and
Jackson participating.

In accordance with this Court's opinion of this date, the trial court's September 2, 2024, order denying appellant K.R.U. Ltd d/b/a Feed Energy Company's special appearance is **REVERSED** and judgment is **RENDERED** dismissing appellee Gustavo Rodriguez' claims for want of personal jurisdiction.

It is **ORDERED** that appellant K.R.U. Ltd d/b/a Feed Energy Company recover its costs of this appeal from appellee Gustavo Rodriguez.

Judgment entered this 11th day of July 2025.