

IN THE SUPREME COURT OF MISSISSIPPI

NO. 2025-CA-01132-SCT

***AF, LLC, A MISSISSIPPI LIMITED LIABILITY
COMPANY D/B/A ACF WHOLESALE AND
BENJAMIN CHAD MOODY***

v.

***DANA NESSEL, ATTORNEY GENERAL OF THE
STATE OF MICHIGAN, EX REL. THE PEOPLE
OF THE STATE OF MICHIGAN***

DATE OF JUDGMENT:	08/21/2025
TRIAL JUDGE:	HON. JAMES T. KITCHENS, JR.
TRIAL COURT ATTORNEYS:	DARRIN F. FOWLER DANIEL JOHN PING WILLIAM LISTON, III COURTNEY BRADFORD SMITH
COURT FROM WHICH APPEALED:	LOWNDES COUNTY CIRCUIT COURT
ATTORNEYS FOR APPELLANTS:	COURTNEY BRADFORD SMITH
ATTORNEYS FOR APPELLEE:	DARRIN F. FOWLER WILLIAM LISTON, III
NATURE OF THE CASE:	CIVIL - OTHER
DISPOSITION:	AFFIRMED - 10/08/2026
MOTION FOR REHEARING FILED:	

BEFORE RANDOLPH, C.J., ISHEE AND TOLLISON, JJ.

ISHEE, JUSTICE, FOR THE COURT:

¶1. This is an appeal from the Lowndes County Circuit Court’s August 20, 2025 Order overruling the objections of AF, LLC, d/b/a ACF Wholesale, and Benjamin Chad Moody (collectively, “Defendants”) to the enrollment of a foreign judgment and directing the Lowndes County Circuit Clerk to place that judgment on the judgment rolls of Lowndes County. The judgment is a default judgment entered by the 30th Judicial Circuit Court for

the County of Ingham, Michigan (the “Michigan court”), in favor of Dana Nessel, Attorney General of the State of Michigan (the “Attorney General”), awarding \$124,998.68 in damages, civil fines, and attorneys’ fees for Defendants’ violations of the Michigan Consumer Protection Act (“MCPA”), Michigan Compiled Laws Sections 445.901 to .922, and statutory conversion of consumer funds. The Attorney General enrolled the judgment in Lowndes County, where Defendants live and do business, pursuant to Mississippi Code Section 11-7-305 (Rev. 2019). This Court retained the appeal.

¶2. Defendants, a Mississippi limited-liability company and its sole Mississippi-resident principal, sold furniture online to customers across the country, including more than one thousand deliveries to Michigan residents, and eventually began keeping payments for furniture they never delivered. When the Attorney General sued them in Michigan, Defendants deliberately declined to appear, allowed a default judgment to be entered, and reserved their jurisdictional challenge for the day the judgment was enforced against them in Mississippi. That day has come, and the appeal presents the question Defendants saved: whether the Michigan court had personal jurisdiction over them, because if it did, full faith and credit requires enrollment, and if it did not, the judgment is void and cannot be enrolled. Defendants argue that the Michigan court’s jurisdictional finding, a single sentence with no analysis, deserves no deference; that the choice-of-law language in ACF Wholesale’s Terms of Use, accepted by every customer before checkout, affirmatively shows they never submitted themselves to any state’s laws but Mississippi’s; that the Michigan sales reflect nothing more than the unilateral choices of Michigan consumers who found a nationally

accessible website; and that a six-figure judgment against a small home-state business, when identified consumer losses totaled \$6,187.06, is constitutionally unreasonable. The Attorney General responds that the judgment carries a presumption of validity, that Defendants waived their minimum-contacts arguments in the circuit court, and that, regardless, a business that knowingly and repeatedly contracts with a state's residents, takes their money, and arranges deliveries into that state has purposefully availed itself of that state's market. The circuit court sided with the Attorney General. This Court finds that it was correct to do so, and the order directing enrollment is affirmed.

FACTS AND PROCEDURAL HISTORY

A. Statement of Facts

¶3. Benjamin Chad Moody is a Mississippi resident and the sole principal of AF, LLC, d/b/a ACF Wholesale, a Mississippi limited-liability company operated in Columbus, Mississippi. ACF Wholesale sold furniture online through a “drop shipping” model. The company accepted orders and payment on its website, placed matching orders with third-party furniture manufacturers, and arranged for third-party carriers to haul the furniture from the manufacturer to the customer's door. Defendants never physically possessed the inventory, and they maintained no office, employees, advertising, bank accounts, or property in Michigan. Neither Moody nor anyone acting for the company ever traveled to Michigan on its business.

¶4. What Defendants did do, from Mississippi, was sell to Michigan continuously and at scale. Through the website, Defendants solicited customers nationwide. The site was fully

interactive. A Michigan resident could select furniture, pay Defendants directly, and complete the purchase online. Completing checkout required each customer to supply a delivery address, so with every Michigan, order Defendants knew before accepting payment that they were contracting with a Michigan buyer and undertaking to place furniture at a Michigan address. Each purchase also required the customer's affirmative acceptance of ACF Wholesale's Terms of Use, so every Michigan transaction was a contract Defendants formed, knowingly, with a Michigan resident. By Defendants' own account in the record, "[t]ons of Michigan customers orders were fulfilled," and the business made "more than 1000 deliveries to Michigan individuals." For each fulfilled Michigan order, Defendants took the customer's money and arranged for manufacture and shipment of furniture into Michigan. The relationship did not end at checkout. Defendants carried on email exchanges with Michigan customers after their orders, including promises of delivery and of refund checks that never came. This course of dealing ran for years, until Defendants shut the website down in early 2023.

¶5. Section 9 of the Terms of Use, titled "Governing Jurisdiction of the Courts of Mississippi," stated in full:

Our website is operated and provided in the State of Mississippi. As such, we are subject to the laws of the state of Mississippi, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the state of Mississippi.

No customer could complete a purchase without first accepting these terms.¹ Nothing in the terms, however, declined orders from Michigan or any other state, and Defendants accepted every Michigan order at issue.

¶6. Beginning in June 2020, Defendants began keeping money for furniture they never delivered. The pattern was consistent. After accepting a customer’s payment, Defendants would inform the customer that the delivery address was too “remote” to service. In some instances, Defendants researched the customer’s Michigan location before declaring it remote, yet they continued accepting payments from residents of areas they presumably viewed the same way. Promised refunds did not follow, and customers who pressed by email were delayed, rebuffed, or ignored. Meanwhile, Defendants kept taking new orders from similarly situated customers. The conduct generated thousands of complaints to the Better Business Bureau, dozens of them from Michigan consumers. After obtaining the Michigan complaints from the BBB, the Attorney General sent Defendants notice of intended action in 2023, as the MCPA requires. *See Mich. Comp. Laws § 445.905(2)*. Defendants resolved no consumer’s complaint and refused to identify the Michigan customers still owed refunds, instead suggesting the Attorney General compile her own list. Ten Michigan consumers were ultimately identified by affidavit as still owed refunds, with unrefunded payments totaling \$6,187.06.

¹ Defendants and the circuit court refer to Section 9 as a “forum selection clause,” and the Michigan court’s order declared “the forum selection clause” void under Michigan Compiled Laws Section 445.910(2). This opinion uses that label when it describes the proceedings below. As discussed in Part 3.c, however, the provision selects governing law rather than a forum, and this opinion refers to it as a choice-of-law provision when analyzing its effects.

B. Procedural History.

¶7. On January 18, 2024, the Attorney General sued Defendants in the Michigan court, alleging MCPA violations and civil conversion involving the ten identified Michigan consumers. The MCPA fixes venue for enforcement actions against a defendant “not established in this state” in the circuit court of Ingham County. Mich. Comp. Laws § 445.905(1). The complaint was electronically served on Defendants and their Mississippi attorney, and Defendants received extensions of time to engage Michigan counsel. They engaged none. By letter of March 14, 2024, Defendants’ counsel notified the Attorney General that they would not respond to the complaint, asserting that the Michigan court lacked jurisdiction, that the forum-selection clause required any litigation to proceed in Mississippi, and that the intention was to challenge any judgment on jurisdictional grounds at enforcement.

¶8. Default judgments were entered against AF, LLC, on March 26, 2024, and against Moody on April 10, 2024. The Attorney General moved for default judgment, seeking a \$25,000 civil fine for each of four MCPA subsections Defendants knowingly and personally violated, supported by the ten consumer affidavits, and treble damages for the ten identified victims under Michigan’s conversion statute, Michigan Compiled Laws Section 600.2919a. On August 13, 2024, the Michigan court entered its Order Granting Motion for Default Judgment. The order’s complete treatment of personal jurisdiction is one sentence: “This Court has considered the matter of personal jurisdiction and finds that it has such jurisdiction over both Defendants.” The order awarded \$18,561.18 in damages, \$100,000 in civil fines,

and \$6,437.50 in attorneys' fees, for a total of \$124,998.68, and it declared the forum-selection clause in ACF Wholesale's Terms of Use "void as relates to the Attorney General and all Michigan consumer class members pursuant to MCL 445.910(2)." Because Moody was directly involved in the unlawful practices, the Michigan court held him personally liable for the MCPA violations and conversion.

¶9. On January 30, 2025, the Attorney General enrolled the Michigan judgment in the Lowndes County Circuit Court under Section 11-7-305. Defendants objected in February 2025. They argued that the forum-selection clause bound all parties, precluded the Michigan court from exercising jurisdiction, and so definitively defeated full faith and credit that the circuit court "need not address in rem or in personam jurisdiction." The Attorney General responded that the clause was irrelevant to a statutory enforcement action brought by a nonparty to the consumer contracts and that Section 445.905(1) required her to sue these nonresident Defendants in Ingham County.

¶10. By order dated August 20, 2025, the circuit court overruled the objections and directed enrollment. The court held that the forum-selection clause was "of no moment" because the underlying action rested on statutory violations rather than breach of contract, that Michigan law governed the clause's validity in any event, and that the Michigan court acted within its statutory authority in voiding the clause under Michigan Compiled Laws Section 445.910(2). In footnote 2, the court found that Defendants had waived those arguments because they "briefly mention[ed] in rem and in personam jurisdiction but d[id] not make a substantive argument regarding same." Defendants filed their notice of appeal on September 19, 2025.

STANDARD OF REVIEW

¶11. Whether the Michigan court had personal jurisdiction over Defendants and whether the Michigan judgment is therefore entitled to full faith and credit in Mississippi are questions of law reviewed de novo. *Tel-Com Mgmt., Inc. v. Waveland Resort Inns, Inc.*, 782 So. 2d 149, 151 (Miss. 2001); *Fitch v. Wine Express Inc.*, 297 So. 3d 224, 228 (Miss. 2020); *Yatham v. Young*, 912 So. 2d 467, 469 (Miss. 2005). Because Defendants elected not to appear in the rendering court and instead attack the judgment collaterally at enrollment, the jurisdictional question is decided under the law of the state that issued the judgment, here Michigan, whose long-arm statutes extend to the limits of federal due process. *Sollitt v. Robertson*, 544 So. 2d 1378, 1381 (Miss. 1989); *In re Est. of Provenza*, 383 So. 3d 1200 (Miss. 2024); *Sifers v. Horen*, 188 N.W.2d 623, 624 n.2 (Mich. 1971). The “judgment of a court of competent jurisdiction in a sister state” carries a “presumption of validity as to that court’s assumption of jurisdiction, and the burden is on the party attacking the judgment to affirmatively show its invalidity.” *Galbraith & Dickens Aviation Ins. Agency, Inc. v. Gulf Coast Aircraft Sales, Inc.*, 396 So. 2d 19, 21 (Miss. 1981). The parties disagree about how much weight the Michigan court’s one-sentence jurisdictional recitation carries within this framework, but the disagreement is immaterial because this Court examines the constitutional question anew.

DISCUSSION

¶12. Under the Full Faith and Credit Clause, Article IV, Section 1, of the United States Constitution, Mississippi must recognize the judicial proceedings of its sister states subject

to two exceptions: “(1) ‘the foreign judgment itself was obtained as a result of some false representation without which the judgment would not have been rendered’ *Reeves Royalty Co., Ltd. v. ANB Pump Truck Service*, 513 So. 2d 595, 598 (Miss. 1987), or (2) ‘the rendering court did not have jurisdiction over the parties or the subject matter.’ *Sollitt v. Robertson*, 544 So. 2d 1378 (Miss. 1989).” *Davis v. Davis*, 558 So. 2d 814, 817 (Miss. 1990). Defendants invoke only the second exception, so the appeal presents four questions: whether the Court should reach the jurisdictional challenge at all and with what deference; whether Michigan’s long-arm statutes authorize jurisdiction over Defendants; whether the exercise of that jurisdiction satisfied federal due process; and whether the size of the judgment or its consequences for small online businesses supply an independent reason to refuse enrollment. Each is addressed in turn.

1. The Court resolves the jurisdictional challenge on the merits, and the parties’ dispute over deference changes nothing.

¶13. The Attorney General opens with waiver. Defendants told the circuit court that the forum-selection clause so definitively defeated full faith and credit that the court “need not address in rem or in personam jurisdiction,” and the circuit court took them at their word, finding in footnote 2 that Defendants “briefly mention[ed]” jurisdiction but made no substantive argument and therefore waived the issue. This Court does not ordinarily entertain arguments a party declined to develop below. *Davis v. State*, 684 So. 2d 643 (Miss. 1996). This Court decides the appeal on the merits. Defendants did put personal jurisdiction in issue. Their theory was simply that the clause itself proved the defect. More fundamentally, a defendant who declines to appear in the rendering forum preserves the right

to contest jurisdiction collaterally in the enrolling court, and that collateral challenge is the recognized mechanism for a nonappearing defendant. *Sollitt*, 544 So. 2d at 1381. A judgment entered without personal jurisdiction is void rather than voidable, the question is purely legal, the record is complete, and both sides have briefed the merits thoroughly. An affirmance resting on waiver alone would leave the validity of the judgment hanging over every future execution effort, which serves no one. *Hamm v. Hall*, 693 So. 2d 906 (Miss. 1997).

¶14. The deference dispute can be put to rest just as quickly. Defendants are correct that the Michigan court's jurisdictional finding is a single conclusory sentence, with no factual findings, no discussion of minimum contacts, and no citation of authority, and that a foreign default judgment's bare jurisdictional recitation does not foreclose collateral constitutional review in Mississippi. *Dep't of Hum. Servs. v. Shelnut*, 772 So. 2d 1041, 1045 (Miss. 2000). But the observation wins them nothing because the Attorney General never asks this Court to defer to that sentence. Her position is that the judgment carries a presumption of validity, that the burden rests on Defendants to affirmatively show invalidity, *Galbraith & Dickens*, 396 So. 2d at 21, and that the record independently establishes jurisdiction. Since review is de novo, the Court simply performs Michigan's two-step inquiry itself. First, whether a Michigan long-arm statute authorizes jurisdiction, and, second, whether its exercise comports with due process. *Jeffery v. Rapid Am. Corp.*, 529 N.W.2d 644, 649 (Mich. 1995); *City of Fraser v. Almeda Univ.*, 886 N.W.2d 730, 736-37 (Mich. Ct. App. 2016); see *Yatham*, 912 So. 2d at 469-70 (applying the same two-tier framework under

Mississippi law).

2. Michigan’s long-arm statutes reach Defendants, and Defendants do not contend otherwise.

¶15. Michigan’s long-arm statutes for individuals and corporations each authorize limited personal jurisdiction based on, among other relationships, “[t]he transaction of any business within the state,” the doing or causing of an act “or consequences to occur[] in the state resulting in an action for tort,” and “[e]ntering into a contract for services to be rendered or for materials to be furnished in the state by the defendant.” Mich. Comp. Laws §§ 600.705 (1), (2), (5), .715. Michigan construes these statutes to reach “the farthest limits permitted by due process,” *Sifers*, 188 N.W.2d at 624, 624 n.2, and the “slightest act of business in Michigan” satisfies the transaction-of-business prong. *Miller v. AXA Winterthur Ins. Co.*, 694 F.3d 675, 679 (6th Cir. 2012) (internal quotation marks omitted) (quoting *Neogen Corp. v. Neo Gen Screening, Inc.*, 282 F.3d 883 (6th Cir. 2002))). Defendants’ own record admissions of “[t]ons” of fulfilled Michigan orders and “more than 1000 deliveries to Michigan individuals” satisfy that prong many times over. Each sale was also a contract for materials to be furnished in Michigan, and Defendants’ retention of payments without delivery or refund caused consequences in Michigan resulting in actions sounding in tort, namely statutory conversion and the MCPA violations. Mich. Comp. Laws §§ 445.903(1), 600.2919a. Because Moody personally directed the unlawful practices, the Michigan court held him individually liable, which supplies a separate statutory basis for jurisdiction over him. Mich. Comp. Laws § 600.705(2). Defendants mount no argument against any of this, and since the long-arm statutes are coextensive with due process, the statutory step folds into

the constitutional one.

3. The Michigan court's exercise of jurisdiction satisfied federal due process.

¶16. Due process requires that a nonresident defendant have “certain minimum contacts” with the forum such that maintaining the suit “does not offend ‘traditional notions of fair play and substantial justice.’” *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 66 S. Ct. 154, 90 L. Ed. 95 (1945) (quoting *Milliken v. Meyer*, 311 U.S. 457, 61 S. Ct. 339, 85 L. Ed. 278 (1940))). Michigan structures the inquiry using the three-part test from the United States Court of Appeals for the Sixth Circuit: the defendant must have purposefully availed itself of the privilege of conducting activities in Michigan, the cause of action must arise from the defendant’s activities in the state, and the defendant’s activities must be substantially connected with Michigan so that the exercise of jurisdiction is reasonable. *City of Fraser*, 886 N.W.2d at 737. The primary focus throughout is reasonableness and fairness rather than the mechanical weight of any single factor. *Oberlies v. Searchmont Resort, Inc.*, 633 N.W.2d 408, 415 (Mich. Ct. App. 2001).

a. Knowingly and repeatedly contracting with Michigan residents is purposeful availment.

¶17. Purposeful availment ensures that a defendant is not haled into a forum on the basis of “random,” “fortuitous,” or “attenuated” contacts, or the unilateral activity of another party. *Oberlies*, 633 N.W.2d at 415 (internal quotation marks omitted) (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 105 S. Ct. 2174, 85 L. Ed. 2d 528 (1985)); *Hanson v. Denckla*, 357 U.S. 235, 253, 78 S. Ct. 1228, 2 L. Ed. 2d 1283 (1958). Physical presence in the forum

is not required. *W.H. Froh, Inc. v. Domanski*, 651 N.W.2d 470, 478 (Mich. Ct. App. 2002). For internet sellers, the authorities have converged on a consistent rule. Under the sliding scale of *Zippo Mfg. Co. v. Zippo Dot Com, Inc.*, 952 F. Supp. 1119, 1124 (W.D. Pa. 1997), a defendant who does business over the internet by entering into contracts with residents of a foreign jurisdiction, involving the knowing and repeated transmission of computer files, sits at the end of the spectrum where jurisdiction is proper. Michigan follows that framework. In *City of Fraser*, 886 N.W.2d at 734, 737-39, an online university that accepted applications and payments from known Michigan residents and mailed diplomas into the state “consciously transacted business with Michigan residents” and was subject to jurisdiction. In *Neogen Corp.*, 282 F.3d at 891-92, fourteen Michigan transactions a year sufficed, because the defendant “could not mail test results to and accept payment from customers with Michigan addresses without intentionally choosing to conduct business in Michigan.” And this Court reached the same conclusion for Mississippi in *Wine Express*, 297 So. 3d at 229-33, in which out-of-state sellers who operated interactive websites and sold thousands of bottles of alcohol to Mississippi residents established minimum contacts under either the *Zippo* test or a totality-of-the-circumstances approach.

¶18. This record fits squarely within those cases. Defendants operated a fully interactive commercial website through which Michigan residents selected furniture, paid Defendants directly, and supplied Michigan delivery addresses. The delivery address requirement means Defendants knew, before accepting a single dollar, that each such customer was in Michigan and that performance meant placing furniture at a Michigan address. Defendants accepted

those orders, formed a contract with each buyer through the mandatory Terms of Use acceptance, arranged manufacture and shipping of the goods into Michigan more than a thousand times over a period of years, and continued corresponding with Michigan customers after their purchases. Under Michigan law, a single transaction can establish minimum contacts. *Parish v. Mertes*, 269 N.W.2d 591, 593 (Mich. Ct. App. 1978). A business that regularly serves a state's market is answerable there for claims flowing from that market activity. *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351, 359-62 141 S. Ct. 1017, 209 L. Ed. 2d 225 (2021).

b. The unilateral-activity theory, the drop-shipping structure, and the Attorney General's letters do not undo the availment.

¶19. Defendants answer that the analysis begins with the wrong actor. In their telling, Michigan residents reached out to a Mississippi website, so the contacts are the customers' unilateral choices, and the internet's universal reach would otherwise erase purposeful availment as a constraint. The premise fails because these transactions were not unilateral. A customer's visit to the website only began each exchange; Defendants completed it. Defendants received each order knowing the buyer's Michigan address, chose to accept it, took the money, and undertook to perform in Michigan. That is two-sided commercial dealing, and a seller who "stood ready and willing" to do business with a forum's residents and "knowingly did do business" with them cannot recast the relationship as the customers' doing. *Illinois v. Hemi Grp. LLC*, 622 F.3d 754, 758 (7th Cir. 2010) (cited with approval in *Wine Express*, 297 So. 3d at 231-32). Defendants' reliance on *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873 131 S. Ct. 2780, 180 L. Ed. 2d 765 (2011), and the

stream-of-commerce cases is misplaced. Those cases concern manufacturers who surrender products to independent distributors and retain no control over their destination. *See Vargas v. Hong Jin Crown Corp.*, 636 N.W.2d 291, 300-01 (Mich. Ct. App. 2001). Defendants were not upstream manufacturers. They were the retailers who contracted with each Michigan buyer directly.

¶20. The drop-shipping structure fares no better. Defendants emphasize that they never possessed the furniture, never loaded a truck, and never dispatched anything from Mississippi toward Michigan, leaving logistics entirely to third parties. But availment turns on the purposefulness of the defendant's decision to serve the forum, not on physical handling of goods or physical presence. *Am. Cable Corp. v. Trilogy Commc'ns, Inc.*, 754 So. 2d 545, 551 (Miss. Ct. App. 2000); *Domanski*, 651 N.W.2d at 478. Courts have consistently refused to let sellers structure their way out of jurisdiction by interposing third parties into fulfillment. In *Mor-Dall Enterprises, Inc. v. Dark Horse Distillery, LLC*, 16 F. Supp. 3d 874, 878-80 (W.D. Mich. 2014), routing sales through a third-party vendor did not defeat jurisdiction because the Due Process Clause protects defendants from forum shopping not plaintiffs from gamesmanship. This Court applied the same logic in *Wine Express* when it rejected the sellers' F.O.B. terms, observing that if it were "that simple to defeat jurisdiction," almost no interstate seller would ever answer outside its home state. 297 So. 3d at 232. Defendants arranged every one of the thousand-plus Michigan deliveries.

¶21. Nor do the Attorney General's letters to complainants in Colorado, California, and Texas carry the weight Defendants place on them. Defendants read the letters, which

explained that her office could not assist “where both you and ACF Wholesale are located outside Michigan,” as an admission that ACF Wholesale’s nexus to Michigan depends solely on the consumer’s location rather than on anything Defendants did. The letters admit no such thing. They recite the territorial limit the MCPA places on the Attorney General’s own enforcement authority, which extends to persons “residing in or injured in this state.” Mich. Comp. Laws § 445.910(1). The reach of a state officer’s statutory mandate is a different question from the constitutional character of a defendant’s conduct, and an office’s inability to champion a Texan’s complaint does not subtract one delivery from the thousand Defendants aimed in Michigan.

c. The Terms of Use do not negate purposeful availment.

¶22. Defendants’ most developed argument treats Section 9 of the Terms of Use as affirmative, contemporaneous evidence of their jurisdictional intent. On this theory, a company that told every customer, in writing and before every sale, that its website “is operated and provided in the State of Mississippi” and that it makes “no representation” its services are available elsewhere, deliberately declined to invoke the benefits and protections of any state’s laws but Mississippi’s. The circuit court addressed the clause only as a matter of contract enforcement, holding it “of no moment” because the Attorney General was not a party and the suit was statutory. That holding was correct, and Defendants notably do not contend the Attorney General was contractually bound.

¶23. Section 9 of the Terms of Use is a choice-of-law provision, not a forum-selection clause. It announces where the website is operated, declares that Mississippi law governs the

Terms of Use, and hedges that no representation is made about availability elsewhere. *See* 77 Am. Jur. 2d *Venue* § 10 (distinguishing forum selection from choice of law). Nothing in it purports to confine litigation to any court, and nothing in it says ACF Wholesale declines to sell to Michigan residents. Defendants' conduct answered that question the other way with every accepted order. A provision stating which law governs a contract is not a declaration that the seller refuses to do business where the buyer lives, and a company cannot claim to have disclaimed a market it served more than a thousand times.

¶24. Next, and more fundamentally, purposeful availment is measured by what a defendant does, not by the labels it drafts for what it does. The internet cases establish this. A seller that does not want to answer in a distant forum has a simple and effective option, which is not to sell there. *Zippo*, 952 F. Supp. at 1126-27 (“If Dot Com had not wanted to be amenable to jurisdiction in Pennsylvania, the solution would have been simple[;] it could have chosen not to sell its services to Pennsylvania residents.”); *Wine Express*, 297 So. 3d at 227, 233 (noting that most internet retailers make it impossible to complete an order once a Mississippi delivery address is disclosed and that the defendants “simply could have chosen” not to sell to Mississippi residents). Defendants took the opposite path at every opportunity. If boilerplate of this kind could neutralize years of knowing commercial contacts, every online seller could draft itself an immunity from suit anywhere but home, which is precisely the artful structuring courts have declined to honor. *Mor-Dall*, 16 F. Supp. 3d at 880. Defendants who derive pecuniary benefit from interstate activities may not wield the Due Process Clause as a “territorial shield” against the obligations those activities create.

Rudzewicz, 471 U.S. at 474.

¶25. Finally, foreseeability confirms the result. The constitutional touchstone is whether the defendant's conduct and connection with the forum are such that it should reasonably anticipate being haled into court there. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297, 100 S. Ct. 559, 62 L. Ed. 2d 490 (1980). Defendants knowingly and persistently violated the consumer-protection statute of a state whose residents they served by the thousands, and that statute directed any enforcement action against a nonresident to the circuit court of Ingham County. Mich. Comp. Laws § 445.905(1). Whatever expectations Defendants held about the venue for private contract disputes with individual customers, their form contract could not bar Michigan from enforcing its own laws, in its own courts, against free-standing statutory violations in a suit to which no customer and no customer contract was a party.

¶26. Under the effects test of *Calder v. Jones*, jurisdiction is proper when a nonresident expressly aims tortious conduct at the forum knowing the brunt of the harm will be felt there. *Calder v. Jones*, 465 U.S. 783, 789-90, 104 S. Ct. 845, 78 L. Ed. 2d 663 (1984); *Ross v. Robinson, Hoover & Fudge, PLLC*, 173 F.4th 745, 753 (6th Cir. 2026) (violations of consumer-protection laws amount to tortious conduct). Defendants kept taking money from buyers they knew were in Michigan when they had reason to know they would not deliver, in some cases after researching the buyer's Michigan location, and then Defendants withheld the promised refunds. The injury landing in Michigan was not happenstance. *Cf. Walden v. Fiore*, 571 U.S. 277, 290, 134 S. Ct. 1115, 188 L. Ed. 2d 12 (2014).

d. The claims arise from Defendants' Michigan activities.

¶27. The second due-process prong is undisputed and indisputable. The MCPA and conversion claims arose directly from Defendants' taking of payments from Michigan residents and their failure to deliver the furniture or refund the money. *City of Fraser*, 886 N.W.2d at 737, 739. The connection here is not merely relatedness of the kind *Ford Motor* found sufficient; the claims and the contacts are the same transactions. *Ford Motor*, 592 U.S. 351.

e. The exercise of jurisdiction was reasonable.

¶28. The third prong asks whether Defendants' activities were substantially connected with Michigan so that jurisdiction comports with fair play and substantial justice, weighing the burden on the defendant, Michigan's interest in adjudicating the dispute, the plaintiff's interest in convenient and effective relief, and the efficient resolution of the controversy. *Domanski*, 651 N.W.2d at 479; *Jeffery*, 529 N.W.2d at 650. More than a thousand deliveries over multiple years is a substantial connection by any measure, and Michigan's interest could hardly be greater. The State itself sued to enforce its own consumer-protection statute on behalf of its own defrauded residents, and a state has a manifest interest in providing effective redress for citizens harmed by out-of-state actors. *Aaronson v. Lindsay & Hauer Int'l Ltd.*, 597 N.W.2d 227, 232 (Mich. Ct. App. 1999). The consumer witnesses, including the ten affiants, are in Michigan.

¶29. Against this, Defendants invoke the disparity between a single Mississippi resident operating a small home-state business and the resources of a state attorney general's office.

Some burden attends every out-of-state defense, and the question is whether the burden exceeds what courts routinely tolerate when exercising jurisdiction over nonresidents. *Felland v. Clifton*, 682 F.3d 665, 677 (7th Cir. 2012). The resource disparity Defendants describe would follow them into any courtroom in any state, including a Mississippi one, so it identifies nothing unreasonable about Michigan in particular. It also bears noting that the burden of a Michigan defense is one Defendants never actually shouldered because they chose not to appear. A defendant who has purposefully directed activities at forum residents must present a compelling case that other considerations render jurisdiction unreasonable, *Jeffery*, 529 N.W.2d at 650; *Rudzewicz*, 471 U.S. at 477, and a defendant cannot build that compelling case out of the hypothetical cost of a defense it deliberately skipped.

¶30. Defendants contend that Mississippi holds the superior interest in this dispute. Mississippi certainly has an interest in its resident businesses and in contracts governed by its law, but personal jurisdiction is not a contest in which the state with the stronger interest takes exclusive custody of the case. The question is whether Michigan's exercise of jurisdiction was fair as to these Defendants, and both states can have legitimate interests without either offending due process. Michigan was the forum in which the evidence of consumer injury sat and the only forum in which the Attorney General was statutorily permitted to bring this action. Mich. Comp. Laws § 445.905(1).

4. The amount of the judgment and the warnings about small online businesses are not grounds to refuse enrollment.

¶31. Defendants next argue the \$124,998.68 judgment resting on \$6,187.06 in identified consumer losses, with the balance made up of trebled damages, civil fines, and fees, is

constitutionally unreasonable. First, the composition of the award reflects Michigan's statutory scheme rather than judicial improvisation. The MCPA authorizes a civil fine of up to \$25,000 for each persistent and knowing violation, and the Attorney General sought that fine for each of four subsections Defendants knowingly violated, while the damages figure reflects trebling under the conversion statute. Mich. Comp. Laws §§ 445.905(1), 600.2919a. Second, and dispositively, the amount of a judgment "cannot form the basis for denying full faith and credit, as it is neither evidence of lack of jurisdiction nor extrinsic fraud." *Cappaert Manufactured Hous., Inc. v. Thronson*, 139 So. 3d 100, 105 (Miss. Ct. App. 2013). Whether Michigan's penalties were proportionate was a merits question for the Michigan proceeding Defendants boycotted and the Michigan appeal they never took. At enrollment, the only questions are jurisdiction and fraud, and the size of the award answers neither.

¶32. Defendants close with a policy argument. They claim that an affirmance would subject every small e-commerce business in America to jurisdiction in all fifty states whenever enough of a forum's residents visit its website, rendering forum-selection clauses meaningless and reducing due process to a suggestion. The argument overstates the rule. The *Zippo* framework already excludes passive websites and isolated or fortuitous contacts, and jurisdiction attaches only at the interactive end of the scale, when a seller knowingly and repeatedly contracts with a forum's residents. 952 F. Supp. at 1124; *Wine Express*, 297 So. 3d at 231-33. A small online business that does not wish to answer in Michigan can decline Michigan orders. What a business cannot do is accept a forum's money across a thousand transactions, keep the money without delivering, and then present the Constitution as a shield

against answering where the injuries fell. *Rudzewicz*, 471 U.S. at 474. The rule Defendants fear is not the rule this record presents, and affirmance holds nothing more than that a seller who deliberately and continuously serves a state’s consumers is answerable to that state for defrauding them.

CONCLUSION

¶33. Defendants ran an interactive online store that knowingly transacted with Michigan residents for years, accepted payment from buyers they knew were in Michigan, arranged more than a thousand furniture deliveries into the state, and ultimately kept money for goods never delivered. Michigan’s long-arm statutes reach that conduct, and the exercise of jurisdiction satisfied due process under every available lens. The traditional purposeful-availment analysis, the *Zippo* sliding scale this Court applied in *Wine Express*, and the *Calder* effects test were all satisfied. The Terms of Use was a choice-of-law provision that neither declined Michigan’s business nor erased the contacts Defendants’ conduct created, the Michigan court’s brevity does not alter what the record independently establishes, and the size of the judgment is irrelevant to full faith and credit. Because Defendants have not carried their burden of affirmatively showing that the Michigan judgment is invalid, the circuit court correctly ordered it enrolled. The August 20, 2025 Order of the Lowndes County Circuit Court is affirmed.

¶34. **AFFIRMED.**

RANDOLPH, C.J., KING AND COLEMAN, P.JJ., GRIFFIS, SULLIVAN, BRANNING, WILSON AND TOLLISON, JJ., CONCUR.