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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

	DOCKETED
BRIO DESIGNS PARTNERS, LLC,	April Term 2025
Plaintiff,	FEB - 6 2026
v.	R. POSTELL COMMERCE PROGRAM
JASON JOY & ASSOCIATES, PLLC,	Commerce Program
Defendant.	Control Number 25065690

ORDER

AND NOW, this *6th* day of February 2026, upon consideration of the Preliminary Objections filed by Defendant Jason Joy & Associates, PLLC, the Response filed by Brio Designs Partners, LLC in Opposition, this Court's Order dated and docketed October 6, 2025, the supplemental briefs filed by the respective parties, and the attached Opinion, it is ORDERED that the preliminary objection asserting lack of personal jurisdiction is SUSTAINED and the complaint is dismissed.

BY THE COURT:

Michael E. Erdos
MICHAEL E. ERDOS, J.

ORDRF-Brio Designs Partners, Llc Vs Jason Joy



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**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION – CIVIL**

BRIO DESIGNS PARTNERS, LLC,	:	April Term 2025
	:	
Plaintiff,	:	No. 34
	:	
v.	:	Commerce Program
	:	
JASON JOY & ASSOCIATES, PLLC,	:	Control Number 25065690
	:	
Defendant.	:	

OPINION

This is a breach of contract action. Defendant Jason Joy & Associates, PLLC filed preliminary objections asserting lack of personal jurisdiction. For the reasons discussed below, the preliminary objection is sustained and the complaint is dismissed.

Background

Plaintiff Brio Designs Partners, LLC (“Plaintiff”) provides software development, implementation and configuration services along with related IT consulting and training services. (Docket (Dkt.) 4-1-25, Complaint, ¶ 6). Defendant Jason Joy & Associates, PLLC (“Defendant”) is a law firm with a principal place of business in Houston, Texas. (Id. ¶ 2). Plaintiff was assigned to Defendant to assist with implementing a legal software known as Litify. (Id. Exhibit “A”, Work Order).

On April 29, 2021, a Work Order was issued by Plaintiff for Defendant for the Litify implementation. (Id.). The Work Order included the scope of work to be performed, fees to be charged for services rendered, and the terms of payment. (Id.). Plaintiff executed the Work Order on June 30, 2021 and Defendant executed the Work Order on July 5, 2021. (Id.).

The Work Order provides in part that

THIS WORK ORDER (“Work Order”) dated April 29, 2021 by and between Brio Designs Partners, LLC D/B/A “Brio Solutions” (“Brio”) and Jason Joy & Associates PLLC (“Client”) sets forth certain terms and conditions with respect to the Services in accordance with the Master Services Agreement dated April 29, 2021 between BRIO and Client (the “Master Agreement”) and is subject to all of the Terms and Conditions of the Master Agreement and of this Work Order. In the event of any conflict, inconsistency or ambiguity between this Work Order and the Master Agreement, the terms set forth in the Master Agreement shall prevail. (Id. Exhibit “A”, Work Order, p. 6).

The Master Services Agreement (“Master Agreement”) attached to the Complaint in this matter provides in part

This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, excepting conflict of laws, and without regard to the rules of construction or interpretation relating to which party drafted this Agreement. The parties agree that the Courts of the Commonwealth of Pennsylvania, Philadelphia County or the United States District Court for the Eastern District of Pennsylvania are the exclusive venue for resolving any disputes under this agreement. The parties consent to the personal jurisdiction of such courts and waive any objections concerning venue and forum non conveniens. (Dkt. 4-1-25, Complaint, Exhibit ‘A’- Master Agreement).

The Master Agreement is not signed by Plaintiff nor the Defendant, is not dated and does not contain Defendant’s name or contact information. (Id.).

On March 3, 2022, Plaintiff invoiced Defendant for the work it performed. (Dkt. 4-1-25, Complaint ¶ 11). Defendant did not pay the invoice leaving a balance of \$53,074.21. (Id. ¶ 16). On April 1, 2025, Plaintiff instituted this action against Defendant alleging breach of contract, unjust enrichment and account stated. (Dkt. 4-1-25, Complaint). On June 27, 2025, Defendant filed preliminary objections to the Complaint alleging prior pending action and lack of personal jurisdiction. (Dkt. 6-27-25, Preliminary Objections). Attached to the preliminary objections was the affidavit of Jason Joy, Esquire, Defendant’s managing member. (Id., Exhibit “3”). Mr. Joy averred that Defendant never consented to suit in Pennsylvania as it never signed the Master

Agreement. (Id.) He further averred that Defendant does not maintain any offices, employees, agents, property, or bank accounts in the Commonwealth of Pennsylvania, that Defendant does not solicit or conduct business in Pennsylvania nor has it ever registered to do business in Pennsylvania, that Defendant never paid taxes in Pennsylvania, or advertised in Pennsylvania specific media or otherwise purposefully directed its business activities toward Pennsylvania. (Id.).

On October 6, 2025, the Court overruled the preliminary objection based on prior pending action.¹ (Dkt. 10-6-25, Order). Further, the Court held the preliminary objection for lack of personal jurisdiction under advisement and instructed the parties to conduct discovery and submit supplemental briefs on the limited issue of whether the Master Agreement was sent by Plaintiff and whether it was read and accepted by Defendant. (Id.).

On October 23, 2025, Mr. Colin Wood, Esquire, a partner with Defendant's law firm, was deposed. (Dkt. 11-11-25, Praecipe to Supplement, Exhibit "B" N.T. 6:25 -7:1-2). Mr. Wood testified that he never saw the Master Agreement nor signed it. (Id. N.T. 13: 2-7, 20: 15-25). He testified that Defendant does not have any offices, employees, or agents of any kind in Pennsylvania. He further testified that Defendant does not have any bank accounts, pay taxes, or advertise in Pennsylvania. (Id. 19:17-25 – 20:1-14). Additionally, he also testified that Defendant never consented to personal jurisdiction in Pennsylvania. (Id. N.T. 21:1-7).

¹ The prior pending action is an action filed by Defendant in the District Court of Harris County, Texas against Plaintiff for the services it provided. (Dkt. 6-27-25, Preliminary Objections). The Texas action was filed November 26, 2025. (Id.). The objection was overruled as the claims and defenses were not the same which is necessary to implicate *lis pendens*. (Dkt. 10-6-25, Order).

The parties submitted their supplemental briefs on personal jurisdiction and the preliminary objection on personal jurisdiction is now ripe for disposition. (Dkt. 11-6-25 and 11-11-25, Briefs).

DISCUSSION

Defendant alleges this Court lacks personal jurisdiction over it because the forum selection clause in the Master Agreement was not bargained for and that Plaintiff has not alleged any facts conferring personal jurisdiction outside of the forum selection clause. The Court agrees.

A party may assert lack of personal jurisdiction by preliminary objection. *See, Pa.R.Civ.P. 1028(a)(1)*. “When a defendant challenges the court's assertion of personal jurisdiction, that defendant bears the burden of supporting such objections to jurisdiction by presenting evidence.” *Trexler v. McDonald's Corp.*, 118 A.3d 408, 412 (Pa. Super. 2015)(quoting, *De Lage Landen Fin. Servs., Inc. v. Urban P'ship, LLC*, 903 A.2d 586, 590 (Pa. Super. 2006)). “The burden of proof only shifts to the plaintiff after the defendant has presented affidavits or other evidence in support of its preliminary objections challenging jurisdiction.” *Id.*

A defendant's activities in the forum state may subject that defendant to either the forum state's general or specific *in-personam* jurisdiction. *Mendel v. Williams*, 53 A.3d 810, 817 (Pa. Super. 2012). General jurisdiction considers the out-of-state defendant's overall contacts with the forum state. Pennsylvania's long-arm statute permits general jurisdiction over a non-resident corporation if it “carr[ies] on ... a continuous and systematic part of its general business within” Pennsylvania. *42 Pa.C.S. § 5301(a)(2)(iii)*. A court may thus exercise general jurisdiction over a non-resident corporation if its activities in Pennsylvania are “continuous and substantial,” even if the cause of action itself is unrelated to its activities in Pennsylvania. *Commonwealth ex rel.*

Pappert v. TAP Pharmaceutical Products, Inc., 868 A.2d 624, 628 (Pa. Commw. 2005) (en banc) (citation omitted).

“Specific jurisdiction arises out of the defendant's specific contacts with the forum state.” *City of Philadelphia v. Borough of Westville*, 93 A.3d 530, 533 (Pa. Commw. 2014). Pennsylvania's Long-Arm Statute permits specific jurisdiction over a non-resident defendant “who acts directly or by an agent, as to a cause of action or other matter arising from such person ... [t]ransacting any business in” Pennsylvania. 42 Pa.C.S. § 5322(a)(1). Moreover, the defendant must have purposefully directed their activities at residents of the forum and purposefully availed themselves of the privilege of conducting activities within the forum state, thus invoking the benefits and protection of its laws. *General Motors Acceptance Corporation v. Keller*, 737 A.2d 279, 281 (Pa.Super.1999).

In this case, there is no evidence that Defendant conducted any activities in Pennsylvania for purposes of general or specific personal jurisdiction. Defendant is not registered to do business in Pennsylvania, does not have any offices in Pennsylvania, does not have any employees in Pennsylvania, does not have any agents of any kind in Pennsylvania, does not have any bank accounts in Pennsylvania, does not pay taxes in Pennsylvania, nor does it advertise in Pennsylvania. (Dkt. 11-11-25, Praecipe to Supplement, Exhibit “B” N.T. 19:17-25 – 20:1-14). Consequently, Plaintiff fails to pass the stringent requirements of general jurisdiction where Defendant must be shown to maintain continuous, substantial and systematic part of its business within the Commonwealth of Pennsylvania.

Additionally, the requirement of specific jurisdiction is not met. There is no evidence that Defendant directed any activities to Pennsylvania other than Mr. Wood being identified in unrelated matters as counsel of record in two CPAP MDL cases in the Western District of

Pennsylvania. (Dkt. 11-11-25, Praeclipe to Supplement, Exhibit “B” N.T. 6:6-17). Merely being identified as counsel of record without more is not enough for specific jurisdiction especially since Wood is not barred in Pennsylvania, nor has he or any other member of Defendant been admitted pro hac vice in Pennsylvania. (Id. 7:5-15). Absent any other evidence, Plaintiff has failed to establish that specific jurisdiction exists in Pennsylvania.

Additionally, there is no evidence that Defendant consented to this Court’s jurisdiction. Consent is a valid basis for obtaining personal jurisdiction. *Reco Equip., Inc. v. John T. Subrick Contr., Inc.*, 780 A.2d 684, 687 (Pa. Super. 2001), *appeal denied*, 790 A.2d 1018 (2001). In Pennsylvania, a forum selection clause in a commercial contract between business entities is presumptively valid and enforceable and will be deemed unenforceable only when: 1) the clause itself was induced by fraud or overreaching; 2) the forum selected in the clause is so unfair or inconvenient that a party, for all practical purposes, will be deprived of an opportunity to be heard; or 3) the clause is found to violate public policy. *Patriot Commercial Leasing Co., Inc. v. Kremer Restaurant Enterprises, LLC*, 915 A.2d 647, 651 (Pa. Super. 2006). However, a forum selection clause is not enforceable where the parties did not freely agree to the clause. *Central Contracting Co. v. C.E. Youngdahl & Co.*, 209 A.2d 810, 816 (Pa. 1965). Here, Plaintiff relies upon the forum selection clause in the Master Agreement to establish jurisdiction by consent, however, there is no evidence that Defendant agreed to be bound by that provision or that it was ever sent to Defendant.

The Master Agreement is not signed by either party, is undated and does not contain Defendant’s name, address or contact information. (Dkt. 4-1-25, Complaint, Exhibit ‘A’- Master Agreement). Mr. Joy averred in an affidavit that he never signed the Agreement. (Dkt. 6-27-25, Preliminary Objections, Exhibit “3”). Mr. Wood also testified that he never signed the

Master Agreement. (Dkt. 11-11-25, Praeclipe to Supplement, Exhibit "B" N.T. 13: 2-7, 20: 15-25). He also testified that he saw the Master Agreement for the first time in November 2024 when he emailed counsel for Plaintiff asking for a copy because he could not find the document. (Id. N.T. 20:19-25). Mr. Wood even questioned whether Defendant received the Master Agreement. (Dkt. 11-6-25, Brief, Exhibit "3"). Indeed, it is quite possible that Plaintiff never sent the Agreement to Defendant as Plaintiff was poised to proceed on a verbal agreement. (Id.).

² Absent evidence that Defendant consented to the forum selection clause in the Master Agreement, Defendant did not agree to submit to the jurisdiction of this Court.

Conclusion

Based on the foregoing, Defendant's preliminary objection based on lack of personal jurisdiction is sustained and the complaint is dismissed.

BY THE COURT:



MICHAEL E. ERDOS, J.

² Plaintiff asks the Court to infer that the Master Agreement was sent to Defendant because Defendant failed to search for the Agreement in Mr. Joy's email. However, Plaintiff has the burden of proof to establish personal jurisdiction and given the evidence and Plaintiff's decision to cancel and reschedule the deposition, Plaintiff has failed to carry its burden to show that this Court has jurisdiction over Defendant.