

Commonwealth of Massachusetts

ESSEX, ss

Newburyport District Court  
Action No: 08-22CV186

SPORTS TURF INTERNATIONAL, INC.

vs.

DARIN ALDRICH

MEMORANDUM OF DECISION

FINDINGS OF FACT

Sports Turf International, Inc. ("Sports Turf" or "Plaintiff") is a Massachusetts corporation with its headquarters located at 12 South Hunt Road in Amesbury, Massachusetts. Sports Turf also maintains an office at 636 US Route 1, Suite HC in Scarborough, Maine. The offices of Sports Turf's owner and president, Ted Dipple ("Dipple"), are located at the Amesbury headquarters and the offices of the co-founder and operations manager, Eric Lenardson ("Lenardson"), are located in Scarborough.

On August 1, 2006, Darin Aldrich ("Aldrich" or "Defendant") began working for Sports Turf as a Project Manager. The defendant's primary duty was overseeing the installation of artificial turf by the plaintiff's work crews at job locations, this included approving per diem meal allowances for these crews. Aldrich was provided with work space in both the Scarborough and Amesbury offices and was additionally provided with a laptop computer for business purposes. The defendant's salary and benefits were administered through the Amesbury office. During the course of his employment the defendant worked on projects in Newburyport, Andover, Tyngsboro and Billerica, Massachusetts.

On March 13, 2007, the defendant e-mailed Dipple at his Amesbury office requesting a personal loan for the installation of a new boiler in his Maine home. Dipple agreed to provide the loan but was not sure whether it should be provided from his personal account or Sports Turf's. The defendant offered to pick the check up in Amesbury the next day but ultimately Dipple arranged for a check to be given directly to The Steinert Company, Inc. ("Steinert"), the company performing the boiler installation, drawn from the Sports Turf account. The loan was

interest free but Dipple and the defendant disagreed on the time frame in which it would be repaid.

The defendant's employment with Sports Turf ended on November 5, 2007. After his employment ended Sports Turf offset what they owed the defendant in reimbursement expenses against the amount outstanding on the loan. In reassigning and reviewing the defendant's work Sports Turf also discovered an issue with the per diem meal allowances authorized by the defendant in the course of his employment in the amount of \$3,000 he had authorized himself. The defendant contends that these meal allowances were reimbursements to him for work done on the Andover High School project. The defendant contacted a Massachusetts based representative of Paychex, Inc. ("Paychex"), the company handling Sports Turf's payroll, to authorize these payments.

Sports Turf also requested that the defendant return his company issued laptop. The defendant contends he mailed the laptop to the Amesbury Headquarters via regular parcel post through the United States Postal Service although the plaintiff has not received it.

### ISSUE

Whether the defendant's contacts with Massachusetts are sufficient to establish personal jurisdiction over the claims presented.

### FURTHER FINDINGS AND ANALYSIS

Asserting personal jurisdiction over a nonresident defendant requires a two-fold inquiry: (1) whether jurisdiction is authorized by state statute, and (2) whether exercising jurisdiction is consistent with the due process clause of the United States Constitution. *Good Hope Indus., Inc. v. Ryder Scott Co.*, 378 Mass. 1, 5-6 (1979).

The Massachusetts long-arm statute provides for the assertion of personal jurisdiction over a party when the claim arises from their transacting any business within the commonwealth. Mass. G.L. c. 223A, § 3(a). This does not require that the transaction be commercial in nature but also encompasses personal, or private, transactions. *Ross v. Ross*, 371 Mass 439, 441 (1976). Additionally when a defendant is employed by a Massachusetts corporation and has regular contacts with the state because of their employment the assertion of personal jurisdiction is proper if the claim arises from these contacts. *F.A.I. Elec. Corp. v. Chambers*, 994 F. Supp. 77, 80 (D. Mass 1996). The defendant need not be physically present in the state if the transaction occurs over phone or email to establish jurisdiction. *Mass. Sch. Of Law at Andover, Inc. v. Am. Bar Ass'n.*, 142 F.3d 26, 36(1<sup>st</sup> Cir. 1998)

Aldrich was transacting business in the commonwealth when he received the loan to replace his boiler. In seeking the loan he contacted the president of Sports Turf, Dipple, at his headquarters in Amesbury, Massachusetts. The arrangements for providing the loan were worked out with Dipple through e-mail, and a phone conversation. The later negotiations with respect to the time for repayment were also discussed with him. Although the money itself was distributed directly to Steinert from a Sports Turf account this was done for the convenience of Aldrich.

The loan itself was still arranged for in Massachusetts. The loan was not commercial in nature, being a personal loan without any interest, but personal transactions are still covered under the long-arm statute. *Ross*, 371 Mass at 441. Since negotiations for the personal loan took place in Massachusetts assertion of personal jurisdiction over the defendant for the loan is proper.

Jurisdiction is also proper over Sports Turf's claim to recover meal allowances from Aldrich. Sports Turf claims that the defendant improperly authorized payment to himself of \$3,000 in per diem meal allowances through their payroll administrator, PayChex, in Massachusetts. The defendant's affidavit further states that the meal allowances in dispute were authorized in relation to work done on the athletic fields at Andover High School in Massachusetts. Assuming that to be the case jurisdiction over the defendant is clearly proper under the long-arm statute because the defendant was clearly involved in a commercial transaction in the state when overseeing work done on a Massachusetts high school. Even were that not the case *F.A.I.* allows for the exercise of personal jurisdiction over a non-resident defendant if the claim arises from his employment relations with a Massachusetts company if he has regular contacts with the state. *F.A.I.*, 944 F. Supp. at 80. In the present case the defendant's benefits and payroll were administered from Massachusetts, he was provided with office space in Massachusetts, and he worked on a number of projects in the state. Asserting personal jurisdiction over the defendant for claims arising out of his employment with Sports Turf is proper because of these regular contacts with the state for employment purposes.

Based on the above discussion personal jurisdiction over the claim for the return of the laptop would also be proper because it was being returned in his capacity as a former employee.

Having found jurisdiction proper under the long-arm statute the next inquiry is whether the due process clause of the Constitution is satisfied. Personal jurisdiction may be established where the defendant has had minimum contacts with the forum state such that he should reasonably expect to be brought into court there. *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945); *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980). Phone or email communication to the forum state is sufficient to establish jurisdiction. *Mass. Sch. of Law*, 142 F.3d at 36.

Aldrich's contacts with Massachusetts in acquiring a personal loan are sufficient to establish personal jurisdiction. The defendant contacted Dipple at his Massachusetts headquarters through e-mail as well as over the phone. It was because of his purposeful communications to Dipple in Massachusetts that the funds were distributed to Steinert for replacing the defendant's boiler. Because the defendant purposefully contacted Dipple in Massachusetts in order to acquire this loan his contacts are sufficient to establish personal jurisdiction.

Personal jurisdiction over Aldrich for the meal allowance claim is also proper. By Aldrich's own affidavit this claim arises out of work done in Andover, Massachusetts. He also contacted PayChex, a Massachusetts based payroll service, to distribute the funds to him. Because the claim arises from work done on a project in Massachusetts and the funds were distributed because of Aldrich's communications to a Massachusetts based payroll provider his contacts are sufficient to establish personal jurisdiction. The defendant should clearly expect to

be brought into a Massachusetts court over a dispute over the manner in which he oversaw work on a Massachusetts high school. Additionally the defendant was an employee of a Massachusetts based corporation, which administered his payroll and benefits from Massachusetts, in addition to being involved in a number of projects in the state through his employer. Because the defendant has had regular contacts with Massachusetts through his employment with a Massachusetts firm minimum contacts are established for claims arising out of this employment. *F.A.L.*, 944 F. Supp. at 80.

Based upon the previous discussion personal jurisdiction would also be proper over the claim for the return of the company laptop issues to Aldrich because it arose out of his employment with Sports Turf.

Personal jurisdiction over all claims is proper because Aldrich has had sufficient contacts with Massachusetts through his own communications and employment with the state, all of which give rise to the claims in question. Based upon these contacts Aldrich should expect to defend against these claims in this Court.

The motion is DENIED.

SO ORDERED



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Peter F. Doyle, Justice

Dated: 7-9-08