

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OKLAHOMA

Red Devil, Inc. v. Contractor Tool Supply, Inc.

No. 25-CV-0451-CVE-SH (N.D. Okla. Dec. 11, 2025) · No. 25-CV-0451-CVE-SH · Decided December 11,
2025

SUMMARY

The Northern District of Oklahoma considers Defendant Contractor Tool Supply, Inc.’s motion to dismiss for lack of personal jurisdiction and defective service, or alternatively to transfer the case to the Middle District of Florida. The court denies dismissal for lack of personal jurisdiction, quashes the original service and orders Red Devil, Inc. to re-serve process, and denies transfer under 28 U.S.C. § 1404(a). The underlying dispute concerns approximately \$84,800 in unpaid invoices for goods purchased from an Oklahoma business and delivered to Florida.

CASE DETAILS

COURT	United States District Court for the Northern District of Oklahoma
WRITING FOR THE COURT	Claire V. Eagan
JURISDICTION	United States District Court for the Northern District of Oklahoma
DECIDED	December 11, 2025
DOCKET	25-CV-0451-CVE-SH
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(2) and 12(b)(5) to dismiss for lack of personal jurisdiction and defective service of process, or alternatively to transfer the action to the Middle District of Florida under 28 U.S.C. § 1404(a).
STANDARD OF REVIEW	On a Rule 12(b)(2) motion without an evidentiary hearing, the plaintiff need only make a prima facie showing of personal jurisdiction. Uncontroverted allegations are accepted as true, and factual disputes in conflicting affidavits are resolved in the plaintiff’s favor. For transfer under 28 U.S.C. § 1404(a), the moving party bears the burden to show inconvenience, and transfer is inappropriate unless the balance strongly favors the moving party.
PRECEDENTIAL VALUE	unpublished district court opinion

TOPICS

personal jurisdiction

service of process

venue

breach of contract

civil procedure

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether CTS had sufficient minimum contacts with Oklahoma for the court to exercise specific personal jurisdiction over it.
2. Whether service of process on the law firm listed as CTS's Florida registered agent was valid under Oklahoma law.
3. If service was defective, whether dismissal rather than an opportunity to re-serve process was appropriate.
4. Whether the action should be transferred to the Middle District of Florida for the convenience of the parties and witnesses under 28 U.S.C. § 1404(a).

HOLDINGS

1. The court had specific personal jurisdiction over CTS because CTS purposefully directed its activities toward Oklahoma, Red Devil's injury arose from those contacts, and CTS failed to show that exercising jurisdiction would offend traditional notions of fair play and substantial justice.
2. The court could not determine on the record whether service on the law firm listed as CTS's registered agent was valid under Oklahoma law, so the original service was quashed.
3. Even if service was defective, dismissal was not appropriate because CTS had actual notice; the proper remedy was to quash the original service and allow Red Devil to re-serve CTS.
4. Transfer to the Middle District of Florida was denied because CTS did not meet its burden to show that Florida was substantially more convenient or that the balance of relevant factors strongly favored transfer.

KEY QUOTATIONS

“When a district court rules on a Fed. R. Civ. P. 12(b)(2) motion to dismiss for lack of personal jurisdiction without holding an evidentiary hearing, . . . the plaintiff need only make a prima facie showing of personal jurisdiction to defeat the motion.” (2)

“Unless the moving party carries its burden to prove inconvenience to the parties and witnesses and the balance is “strongly” in favor of the moving party, the plaintiff’s choice of forum should not be disturbed.” (9)

““Merely shifting the inconvenience from one side to the other . . . obviously is not a permissible justification for a change of venue.”” (9)

FACTUAL BACKGROUND

Red Devil, an Oklahoma business, sold goods to Contractor Tool Supply, Inc., a Florida corporation, through multiple orders. The goods were shipped from Oklahoma to Florida, and CTS allegedly failed to pay invoices totaling approximately \$84,800. Red Devil mailed the summons and petition by certified mail to a Florida law firm listed as CTS's registered agent, but CTS disputed whether the individual who signed for the mail was authorized to accept service.

PROCEDURAL HISTORY

Red Devil filed a state-court petition in Tulsa County District Court seeking approximately \$84,800 on an unpaid account. The action was removed to the Northern District of Oklahoma. The district court denied dismissal for lack of personal jurisdiction, determined that service was potentially defective but that dismissal was not warranted because CTS had actual notice, quashed the original service, ordered re-service, and denied transfer to the Middle District of Florida.

DISPOSITION

other

REMAND INSTRUCTIONS

Red Devil must re-serve process on CTS no later than January 12, 2026. CTS's counsel must cooperate with Red Devil's counsel to ensure proper service, including by agreeing to accept service, agreeing to a waiver, or providing more specific directions for the proper person or entity to be served.

CASES CITED

- OMI Holdings, Inc. v. Royal Ins. Co. of Canada, 149 F.3d 1086, 1091, 1095-97 (10th Cir. 1998)
- Burger King Corp. v. Rudzewicz, Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472, 474, 477 (1985)
- Taylor v. Phelan, 912 F.2d 429, 431 (10th Cir. 1990)
- Intercon, Inc. v. Bell Atl. Internet Solutions, Inc., 205 F.3d 1244, 1247 (10th Cir. 2000)
- Rambo v. Am. S. Ins. Co., 839 F.2d 1415, 1416 (10th Cir. 1988)
- Hough v. Leonard, 867 P.2d 438, 442 (Okla. 1993)
- Conoco, Inc. v. Agrico Chem. Co., 115 P.3d 829, 835 (Okla. 2004)
- World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 291, 297 (1980)
- Helicopteros Nacionales de Colombia v. Hall, 466 U.S. 408, 414-16 & n.9 (1984)
- Newsome v. Gallacher, 722 F.3d 1257, 1264-65 (10th Cir. 2013)
- Dudnikov v. Chalk & Vermillion Fine Arts, Inc., 514 F.3d 1063, 1070 (10th Cir. 2008)
- McGee v. Int'l Life Ins. Co., 355 U.S. 220, 223 (1957)
- P. Atl. Trading Co. v. M/V Main Express, 758 F.2d 1325, 1331 (9th Cir. 1985)
- Benton v. Cameco Corp., 375 F.3d 1070, 1079 (10th Cir. 2004)
- Wallace v. Microsoft Corp., 596 F.3d 703, 706 (10th Cir. 2010)

- Hukill v. Oklahoma Native American Domestic Violence Coalition, 542 F.3d 794, 798 (10th Cir. 2008)
- Graff v. Kelly, 814 P.2d 489, 495 (Okla. 1991)
- Chrysler Credit Corp. v. Country Chrysler, Inc., 928 F.2d 1509, 1516 (10th Cir. 1991)
- Rivendell Forest Prods., Ltd. v. Canadian Pacific Ltd., 2 F.3d 990, 993 (10th Cir. 1993)
- Scheidt v. Klein, 956 F.2d 963, 965 (10th Cir. 1992)
- Emp'rs Mut. Cas. Co. v. Bartile Roofs, Inc., 618 F.3d 1153, 1168 (10th Cir. 2010)

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