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**STATE OF MINNESOTA
IN COURT OF APPEALS
A12-1787**

MoneyGram Payment Systems, Inc.,
Appellant,

vs.

Deutsche Bank AG, et al.,
Respondents,

Goldman, Sachs & Co., et al.,
Defendants.

Filed July 22, 2013

**Affirmed in part, reversed in part, and remanded; motion denied
Bjorkman, Judge**

Hennepin County District Court
File No. 27-CV-12-1349

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Considered and decided by Smith, Presiding Judge; Schellhas, Judge; and
Bjorkman, Judge.

UNPUBLISHED OPINION

BJORKMAN, Judge

Appellant MoneyGram Payment Systems Inc. (MoneyGram) challenges the dismissal of its claims against respondents Deutsche Bank AG (DBAG) and Deutsche Bank Securities Inc. (DBSI), arguing that the district court (1) erred by determining Minnesota lacks personal jurisdiction over DBAG and DBSI and (2) abused its discretion by not granting jurisdictional discovery. Because we conclude that personal jurisdiction exists over DBSI but not DBAG and that MoneyGram did not properly present its jurisdictional-discovery request to the district court, we affirm in part, reverse in part, and remand.

FACTS

MoneyGram sued DBAG, DBSI, and several other investment banks,¹ alleging fraud and misrepresentation in connection with the sale of mortgage-related collateralized debt obligations (CDOs) and residential-mortgage-backed securities (RMBSs) to MoneyGram from 2005 to 2007.

The complaint² alleges that MoneyGram is a Delaware corporation that provides global payment services. It maintained its principal place of business in Minnesota at all

¹ Other defendants include Goldman Sachs & Co., The Royal Bank of Scotland Group PLC, RBS Securities Inc., UBS AG, UBS Securities LLC, and UBS Financial Services Inc.

² We refer to the amended complaint that was filed on July 3, 2012, at the direction of the district court.

times relevant to its claims.³ DBAG is a German corporation that provides global financial services and is based in Frankfurt, Germany. DBSI, a registered broker-dealer and a subsidiary of DBAG, is a Delaware corporation with its principal place of business in New York.

DBSI marketed and sold securities to Minnesota residents, including the securities at issue here, two CDOs and four RMBSs, which DBSI sold to employees of MoneyGram's Minneapolis office. MoneyGram further alleges that DBAG and DBSI are closely interrelated and that DBSI functions as DBAG's instrumentality or alter ego. DBAG, through its London branch, arranged the CDOs that DBSI sold to MoneyGram and was aware that CDOs and RMBSs were being sold to Minnesota customers. MoneyGram alleges that it sustained substantial monetary loss as a result of the actions of DBSI and DBAG.

DBSI and DBAG moved to dismiss MoneyGram's complaint under Minn. R. Civ. P. 12 for lack of personal jurisdiction and failure to state a claim upon which relief can be granted. The motion largely focused on the merits of MoneyGram's claims. MoneyGram submitted three affidavits to oppose the motion.

First, Douglas Porter, an employee in MoneyGram's investment group, averred that DBSI employees contacted MoneyGram's office in Minneapolis "all the time to show MoneyGram different deals or securities that were on the market" and sold

³ MoneyGram's headquarters is now located in Texas, but the corporation maintains operations in Minnesota.

securities to MoneyGram. Porter was aware of these contacts because he interacted and worked closely with the employees who received the communications.

Second, Daniel Bolles, an investment accountant at MoneyGram International,⁴ provided an affidavit identifying 37 securities that “Deutsche” sold to MoneyGram International, its affiliates, and its successors from 2000 to 2007. The list includes five of the six securities that form the basis of the claims against DBSI and DBAG.

Third, Jason Davis, counsel for MoneyGram, submitted an affidavit attaching (1) five Bloomberg documents or trade tickets showing the actual or expected settlement date of sales from DBSI to MoneyGram; (2) a Deutsche Bank document regarding one of the CDO transactions underlying MoneyGram’s claims; (3) a January 16, 2007 e-mail from a DBSI employee to a MoneyGram employee in Minneapolis concerning one of the CDOs at issue; and (4) a DBAG press release naming Greg Lippman, DBSI’s head of CDO trading, DBAG’s global head of ABS trading and syndicate and CDO trading.

The district court granted DBAG and DBSI’s motion to dismiss for lack of personal jurisdiction, concluding that MoneyGram failed to plead any relevant contacts between the Deutsche Bank entities and Minnesota and that the state has no interest in providing MoneyGram a forum. MoneyGram requested permission to seek reconsideration under Minn. R. Gen. Pract. 115.11. The district court denied the request. MoneyGram appealed. DBSI and DBAG move this court to take judicial notice of a summons that MoneyGram subsequently filed in New York state court against DBSI and DBAG.

⁴ MoneyGram Payment Systems is a subsidiary of MoneyGram International.

DECISION

I. Personal jurisdiction exists over DBSI but not DBAG.

Whether personal jurisdiction exists over a defendant is a question of law, which we review de novo. *Juelich v. Yamazaki Mazak Optonics Corp.*, 682 N.W.2d 565, 569 (Minn. 2004). At the pretrial stage, a plaintiff must establish a prima facie case of personal jurisdiction through the complaint and supporting affidavits, which we accept as true. *Hardrives, Inc. v. City of LaCrosse*, 307 Minn. 290, 293, 240 N.W.2d 814, 816 (1976). But a plaintiff may not rely on general statements in the pleadings if a motion to dismiss is supported by affidavits addressing personal jurisdiction. *Sausser v. Republic Mortg. Investors*, 269 N.W.2d 758, 761 (Minn. 1978). In close cases, we resolve doubts in favor of retaining personal jurisdiction. *Valspar Corp. v. Lukken Color Corp.*, 495 N.W.2d 408, 412 (Minn. 1992).

A Minnesota court may exercise jurisdiction over a nonresident defendant if the requirements of Minnesota's long-arm statute and the federal Due Process Clause are met. *Domtar, Inc. v. Niagara Fire Ins. Co.*, 533 N.W.2d 25, 29 (Minn. 1995). Minnesota's long-arm statute confers personal jurisdiction to the maximum extent permitted by the federal Due Process Clause. *Valspar*, 495 N.W.2d at 410-11. Accordingly, we may turn to federal law to determine whether personal jurisdiction exists over a defendant. *Id.* at 411.

Due process requires that a defendant "have certain minimum contacts" with the forum state so that the exercise of personal jurisdiction "does not offend the traditional notions of fair play and substantial justice." *Int'l Shoe Co. v. Washington*, 326 U.S. 310,

316, 66 S. Ct. 154, 158 (1945) (quotation omitted). To establish sufficient contacts with the forum state, a nonresident defendant must “purposefully avail[] itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475, 105 S. Ct. 2174, 2183 (1985) (quotation omitted). The defendant must “reasonably anticipate” being haled into the forum state’s courts. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297, 100 S. Ct. 559, 567 (1980).

The minimum-contacts requirement may be satisfied based on general or specific jurisdiction. *Domtar*, 533 N.W.2d at 30. General jurisdiction exists when a nonresident defendant’s contacts with the forum state are so “continuous and systematic” that the defendant is essentially at home in the state. *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 131 S. Ct. 2846, 2851 (2011). Specific jurisdiction exists when the cause of action arises out of a defendant’s contacts with the forum state. *See id.* A single contact can be sufficient to establish specific jurisdiction. *Id.* at 2853.

We analyze five factors to determine whether minimum contacts exist: “(1) the quantity of contacts with the forum state; (2) the nature and quality of those contacts; (3) the connection of the cause of action with these contacts; (4) the interest of the state providing a forum; and (5) the convenience of the parties.” *Juelich*, 682 N.W.2d at 570. The first three factors are of primary importance, and the last two factors receive less consideration. *Dent-Air, Inc. v. Beech Mountain Air Serv., Inc.*, 332 N.W.2d 904, 907 (Minn. 1983).

MoneyGram argues that Minnesota courts have both general and specific personal jurisdiction over DBSI and DBAG. We address jurisdiction over each entity in turn.

A. Personal jurisdiction over DBSI

1. Quantity of contacts

The complaint⁵ alleges that DBSI sells securities to Minnesota residents and directly solicited MoneyGram's business in Minnesota. DBSI sold the six securities at issue to MoneyGram in Hennepin County. These securities are specifically described, with reference to the transaction dates, in an exhibit to the complaint.

The three affidavits MoneyGram submitted provide additional details regarding DBSI's contacts with Minnesota. Porter's affidavit states that DBSI salespeople repeatedly called traders in MoneyGram's Minneapolis office, offering to sell various securities. DBSI argues that we should not consider this affidavit because it is based on hearsay. We agree. Affidavits generally must be made on personal knowledge and set forth facts that would be admissible in evidence. *See Mountain Peaks Fin. Servs., Inc. v. Roth-Steffen*, 778 N.W.2d 380, 387 (Minn. App. 2010) (addressing requirements for affidavits submitted in a summary-judgment proceeding), *review denied* (Minn. Apr. 28, 2010); *see also J.S. by N.S. v. Attica Cent. Sch.*, 386 F.3d 107, 110 (2d Cir. 2004) ("We may consider affidavits and other materials beyond the pleadings to resolve the jurisdictional issue, but we may not rely on conclusory or hearsay statements contained in the affidavits."). Hearsay is generally not admissible. Minn. R. Evid. 802. Review of

⁵ Although DBAG and DBSI submitted an affidavit with their motion to dismiss, we may rely on the complaint's allegations because the affidavit does not address jurisdiction. *See Sausser*, 269 N.W.2d at 761.

Porter's affidavit demonstrates he did not personally have any communications with DBSI; his affidavit reflects the information he received from other MoneyGram employees. And even if Porter observed his coworkers while they spoke on the phone, he could not have known with whom they were communicating without being told the information. Moreover, he could not directly discern that DBSI's purpose for making the communications was to "show MoneyGram different deals or securities that were in the market." Accordingly, we do not consider Porter's affidavit in determining whether jurisdiction exists over DBSI.

Bolles's affidavit identifies 37 securities that "Deutsche" sold to individuals working in MoneyGram's Minneapolis office from 2000 to 2007. DBSI argues that Bolles's affidavit is insufficient to establish jurisdictional contacts because it does not specify which "Deutsche" and MoneyGram entities participated in the transactions. We are not persuaded. Bolles does not specify the Deutsche and MoneyGram entities involved in the transactions, but the complaint alleges that DBSI marketed and sold securities to appellant MoneyGram Payments Systems. And Bolles's affidavit references five of the six transactions between the parties identified in the complaint. When read in conjunction with the complaint, Bolles's affidavit establishes 37 contacts between DBSI and MoneyGram's offices in Minnesota. And even if DBSI sold some of the listed securities to other MoneyGram entities in Minnesota, the sales are still a contact between DBSI and the forum state.

Davis's affidavit presents Bloomberg documents that reflect the actual or expected settlement date of five of the six transactions. The affidavit also incorporates a January

16, 2007 e-mail from a DBSI employee to a MoneyGram employee in Minneapolis, providing information about one of the CDO's at issue. DBSI argues that we should not consider Davis's affidavit because it is not based on personal knowledge. We disagree. Davis, as counsel for MoneyGram, is not asserting knowledge of the events at issue but rather presents documentary evidence that supports jurisdiction.

On this record, we conclude that MoneyGram established a sufficient number of contacts between DBSI and Minnesota to support the exercise of jurisdiction.

2. Nature and quality of contacts

When reviewing the nature and quality of contacts with the forum state, we analyze whether a nonresident defendant purposefully availed itself of the protections and benefits of the forum state. *Dent-Air*, 332 N.W.2d at 907. Entering into a contract or transaction with a Minnesota resident, by itself, does not establish personal jurisdiction. *Minn. Mining & Mfg. Co. v. Nippon Carbide Indus. Co.*, 63 F.3d 694, 698 (8th Cir. 1995); *see also Kreisler Mfg. Corp. v. Homstad Goldsmith, Inc.*, 322 N.W.2d 567, 572 (Minn. 1982) (stating that unilateral activity of forum-state residents does not establish personal jurisdiction). Rather, we examine the parties' negotiations, contemplated future consequences, contract terms, and actual course of dealing. *Domtar*, 533 N.W.2d at 31 (quoting *Burger King*, 471 U.S. at 479, 105 S. Ct. at 2185-86). We distinguish between buyers and sellers because sellers usually initiate and pursue the transactions. *Dent-Air*, 332 N.W.2d at 907; *Kreisler*, 322 N.W.2d at 572; *see also Fourth Nw. Nat'l Bank of Minneapolis v. Hilson Indus., Inc.*, 264 Minn. 110, 116, 117 N.W.2d 732, 735 (1962) (stating there is a general tendency to require fewer contacts between a forum state and

nonresident seller than between a forum state and nonresident buyer). And we have held that “[d]irect solicitation and sales of goods and services to Minnesota residents come within the purposeful availment contemplated by *International Shoe*.” *Marshall v. Inn on Madeline Island*, 610 N.W.2d 670, 675 (Minn. App. 2000).

MoneyGram argues that the nature and quality of DBSI’s contacts with Minnesota supports the exercise of personal jurisdiction. We agree. The complaint alleges that DBSI solicited business from MoneyGram in Minnesota. The January 16, 2007 e-mail attached to Davis’s affidavit documents DBSI’s marketing and communication efforts directed at MoneyGram in Minnesota. Moreover, DBSI sold the two CDOs and four RMBSs at issue to MoneyGram’s Minneapolis office between October 2005 and June 2007. At least five of these transactions involved significant sums of money, ranging from \$3,995,258 to \$13,285,433. And the additional 32 sales identified in Bolles’s affidavit demonstrate a continuing relationship between the parties.

DBSI argues that the nature and quality of its contacts do not support jurisdiction because MoneyGram has only alleged contacts with a Minnesota resident, not the State of Minnesota. We are not persuaded. It is true that due process requires a defendant to have contact with the forum state, not just its residents. *See W. Am. Ins. Co. v. Westin, Inc.*, 337 N.W.2d 676, 677 (Minn. 1983) (concluding that a nonresident defendant did not have contact with Minnesota when it sold alcohol to Minnesota residents in a Wisconsin tavern). But that requirement is met when the nonresident defendant solicits and sells products to a party located in the forum state. *See Paulos v. Best Sec., Inc.*, 260 Minn. 283, 291-92, 109 N.W.2d 576, 581-82 (1961) (concluding personal jurisdiction existed

over nonresident defendant that sold securities over the telephone to plaintiff in Minnesota); *Viking Eng'g & Dev., Inc. v. R.S.B. Enters., Inc.*, 608 N.W.2d 166, 170 (Minn. App. 2000) (determining nonresident seller had sufficient contacts with Minnesota when it executed purchase order with and promoted products through phone calls, mail, and faxes to Minnesota resident), *review denied* (Minn. May 23, 2000).

The caselaw that DBSI relies on to argue that the nature and quality of its contacts are not sufficient to establish personal jurisdiction is distinguishable. In *Burlington Indus., Inc. v. Maple Indus., Inc.*, defendant bought machines from and made 100 telephone calls to a third party in the forum state. 97 F.3d 1100, 1103 (8th Cir. 1996). In *Walker Mgmt., Inc. v. FHC Enters., Inc.*, defendant was the buyer, did not initiate negotiations, and had limited contact with Minnesota. 446 N.W.2d 913, 915 (Minn. App. 1989), *review denied* (Minn. Dec. 15, 1989). In *S.B. Schmidt Paper Co. v. A to Z Paper Co.*, defendant purchased paper from a Minnesota resident; its only contacts with the state were telephone calls, purchase orders, and payments made to the Minnesota resident. 452 N.W.2d 485, 489 (Minn. App. 1990). And in *Viasystems, Inc. v. EBM-Papst St. Georgen GmbH & Co.*, defendant only had incidental contact with the forum, such as scattered e-mails, phone calls, and a wire-transfer. 646 F.3d 589, 594 (8th Cir. 2011). Here, DBSI was the seller and solicited MoneyGram's business in Minnesota. DBSI's contacts with Minnesota were not scattered and isolated; DBSI marketed securities to and made at least 37 sales to MoneyGram's offices in Minnesota over an extended period of time. The nature and quality of DBSI's contacts with Minnesota support the exercise of personal jurisdiction in Minnesota.

3. Connection between the contacts and cause of action

MoneyGram contends that Minnesota has specific jurisdiction over DBSI because its cause of action directly arises from DBSI's contacts with Minnesota. We agree. The complaint alleges DBSI made misrepresentations and concealed material facts in connection with the six sales at issue. The nexus between DBSI's contacts with Minnesota and MoneyGram's cause of action supports the exercise of specific jurisdiction in Minnesota.

4. Interest of the state in providing a forum

DBSI contends that because MoneyGram moved its headquarters to Texas, Minnesota no longer has an interest in providing a forum. Citing *Asahi Metal Indus. Co. v. Super. Ct. of Cal.*, DBSI argues that Minnesota's interest is significantly diminished because MoneyGram no longer resides here. *See* 480 U.S. 102, 114, 107 S. Ct. 1026, 1033 (1987). We are not persuaded. *Asahi Metal* was an action between a Taiwanese corporation and a Japanese corporation, neither of which were ever California residents. *Id.* Conversely, at all times relevant to the complaint, MoneyGram's principal place of business was in Minnesota. Moreover, DBSI's alleged fraud and misrepresentation was directed at MoneyGram in Minnesota and harmed MoneyGram in this state. Because MoneyGram was a Minnesota resident, was harmed in this state, and continues to do business here, Minnesota has an interest in providing a forum. *See Dent-Air*, 332 N.W.2d at 908.

5. Convenience of the parties

MoneyGram argues that the convenience of the parties favors jurisdiction in Minnesota. We agree. MoneyGram maintains substantial operations in Minnesota and has employees in the state who likely will serve as witnesses. Because DBSI is incorporated in Delaware and has its principal place of business in New York, some witnesses must travel regardless of the forum. *See Juelich*, 682 N.W.2d at 575-76 (stating that the convenience factor is neutral when witnesses must travel regardless of the forum). And traveling to Minnesota is not so inconvenient as to offend due process. *See Burger King*, 471 U.S. at 474, 105 S. Ct. at 2183 (stating that, due to modern transportation and communication, it is less burdensome to defend oneself in a forum where one engages in economic activity). The convenience of the parties supports the exercise of personal jurisdiction over DBSI.

DBSI and DBAG move this court to take judicial notice of MoneyGram's commencement of a parallel action against them in New York state court, arguing that this demonstrates New York is a convenient forum. Appellate courts may take judicial notice of public records and documentary evidence that is uncontroverted, conclusive, and supports the district court's decision. *Eagan Econ. Dev. Auth. v. U-Haul Co. of Minn.*, 787 N.W.2d 523, 530 (Minn. 2010); *Vill. Apartments v. State (In re Real Prop. Taxes for 1980 Assessment)*, 335 N.W.2d 717, 718 n.3 (Minn. 1983). This standard is not met here. While the summons in the New York action is a public record, the inferences that can be drawn from the summons are in dispute. *See In re Block*, 727 N.W.2d 166, 176 (Minn. App. 2007) (holding that judicial notice cannot be constitutionally used as a

substitute for adjudicating specific facts without a hearing). DBSI contends that the New York action demonstrates that New York is a convenient forum; MoneyGram asserts that the New York action merely preserves its claims against DBSI and DBAG in the event this court affirms the district court's dismissal of this action. Moreover, the fact that MoneyGram filed a summons in New York is not conclusive evidence that litigating in Minnesota is inconvenient.

Based on our careful review of the complaint and the Bolles and Davis affidavits, we conclude that MoneyGram established a prima facie case of specific personal jurisdiction over DBSI.⁶ Accordingly, the district court erred by dismissing MoneyGram's claims against DBSI.

B. Personal jurisdiction over DBAG

MoneyGram argues that DBAG has the requisite minimum contacts with Minnesota through its close relationship with DBSI and its own contacts with Minnesota. We address each argument in turn.

1. Parent-subsidiary relationship

Parent and subsidiary corporations are presumed to be separate legal entities. *See Busch v. Mann*, 397 N.W.2d 391, 395 (Minn. App. 1986), *overruled on other grounds by Valspar*, 495 N.W.2d at 411; *Freudensprung v. Offshore Technical Servs., Inc.*, 379 F.3d 327, 346 (5th Cir. 2004). Minnesota may exercise jurisdiction over a nonresident parent corporation based on a subsidiary's contacts with the state if the subsidiary is organized

⁶ Because we conclude that Minnesota has specific jurisdiction over DBSI, we do not examine whether DBSI is also subject to general jurisdiction in Minnesota.

and operated as an instrumentality or alter ego of the parent. *JL Schwieters Constr., Inc. v. Goldridge Constr., Inc.*, 788 N.W.2d 529, 535 (Minn. App. 2010), *review denied* (Minn. Dec. 14, 2010). To determine whether this standard is met, we consider whether (1) the parent conducts business through its wholly owned and closely related subsidiary; (2) the entities maintain offices in the same location; (3) the entities share directors; (4) the entities share several officers; (5) the entities issue consolidated financial statements and tax returns; (6) the parent guarantees the credit facility of the subsidiary and funds its pension plan; (7) the parent holds itself out as having substantial control over the subsidiary and does have substantial control over the subsidiary; and (8) the corporate structure is a convenient way for the parent to organize its business. *Id.* at 536 (citing *Scott v. Mego Int'l, Inc.*, 519 F. Supp. 1118, 1126 (D. Minn. 1981)). Essentially, the parent must “dominate” the subsidiary before jurisdiction will be extended to the parent based on its subsidiary’s contacts with Minnesota. *Behm v. John Nuveen & Co.*, 555 N.W.2d 301, 308 (Minn. App. 1996).

The complaint alleges “DBSI is organized and operated as an instrumentality and/or alter ego of [DBAG]” and the two entities are “closely interrelated.” But in determining whether the jurisdictional requirements are satisfied, we are not bound by conclusory allegations like these. *See Herbert v. City of Fifty Lakes*, 744 N.W.2d 226, 235 (Minn. 2008) (stating that appellate courts are not bound by legal conclusions alleged in the complaint when determining whether the complaint survives a motion to dismiss). Accordingly, we consider MoneyGram’s fact-based allegations.

MoneyGram alleges that Greg Lippman, DBSI's head of CDO trading, also serves as DBAG's global head of ABS and CDO trading. Lippman had monthly meetings with members of DBAG's senior management, who told him that "he had to find a way to pay for the carrying costs of [DBSI's short] position[s] because they had become so large." Although these allegations suggest that DBAG and DBSI are related, they do not demonstrate that DBAG dominated DBSI. Nor does the fact that Lippman held positions with both corporations and met with DBAG senior management show that DBAG substantially controlled DBSI. And MoneyGram does not allege that the entities' offices were in the same location, that the entities shared directors or officers, that they issued consolidated financial statements or tax returns, or that DBAG guaranteed DBSI's credit facility.

MoneyGram urges us to apply the Eighth Circuit's analysis in *Anderson v. Dassault Aviation*, 361 F.3d 449, 453 (8th Cir. 2004), where the court concluded that it had jurisdiction over a nonresident parent corporation because the parent and its subsidiary located in the forum state had a close, synergistic relationship. We decline to do so. Since *Anderson*, the Eighth Circuit has clarified that a close, synergistic relationship between a parent and its in-state subsidiary does not transfer a subsidiary's contacts to the parent; rather, it is relevant to determining whether the parent had actual contacts with the forum state. *Viasystems*, 646 F.3d at 596. *Viasystems* reaffirmed that there must be "a degree of control and domination by the parent corporation" over the subsidiary before exercising jurisdiction over a parent corporation based on its subsidiary's contacts. *Id.*

Even if we were to employ the *Anderson* analysis, MoneyGram has not established that DBAG and DBSI have a close, synergistic relationship. In *Anderson*, the entities shared a common name, logo, and website; jointly created an operator directory; jointly issued two publications and a customer-service newsletter; and utilized a unified marketing strategy. 361 F.3d at 454. Moreover, the subsidiary was the exclusive distributor of the parent's jets and had a production site, which customized a majority of the parent's jets to its customer's specifications. *Id.* at 453. And the entities' website contained entries, which described their "consolidation effort." *Id.* MoneyGram has not alleged facts to support a finding that DBSI and DBAG are interrelated to this degree.

2. DBAG's contacts

We next consider whether DBAG's own contacts with MoneyGram are sufficient to support the exercise of personal jurisdiction in Minnesota. Even though DBAG arranged the CDOs that were later sold to MoneyGram, MoneyGram does not allege any direct contact with DBAG. DBAG did not solicit, market, or sell anything to MoneyGram. Rather, its involvement in the transactions is limited to arranging the CDOs from its London office. And MoneyGram does not contend that DBAG's involvement with the transactions establishes jurisdiction under a stream-of-commerce theory. Accordingly, MoneyGram failed to establish a prima facie case of personal jurisdiction over DBAG.

II. MoneyGram waived its request to conduct jurisdictional discovery.

A district court has broad discretion to grant jurisdictional discovery before it rules on a motion to dismiss for lack of personal jurisdiction. *Behm*, 555 N.W.2d at 305.

MoneyGram argues that the district court abused its discretion by not granting jurisdictional discovery with respect to DBAG and DBSI. We disagree.

MoneyGram requested jurisdictional discovery from DBAG and DBSI in a footnote at the end of its memorandum opposing the motion to dismiss. During the motion hearing, MoneyGram only requested jurisdictional discovery as to defendant RBS. The district court did not address MoneyGram's discovery request as to DBAG and DBSI. We generally will not address issues that are not argued to and decided by the district court. *Thiele v. Stitch*, 425 N.W.2d 580, 582 (Minn. 1988). And in *Nw. Airlines, Inc. v. Friday*, we declined to consider appellants' argument for jurisdictional discovery that was presented to the district court in a footnote to its memorandum opposing a dismissal motion and was not addressed by the district court. 617 N.W.2d 590, 595 (Minn. App. 2000). Likewise, we decline to address MoneyGram's argument concerning jurisdictional discovery.

In sum, we affirm the district court's dismissal of MoneyGram's claims against DBAG and denial of MoneyGram's request for jurisdictional discovery. We reverse the dismissal of MoneyGram's claims against DBSI because MoneyGram alleged sufficient contacts between DBSI and Minnesota to support the exercise of personal jurisdiction. And we deny DBAG and DBSI's motion to take judicial notice of the New York action.

Affirmed in part, reversed in part, and remanded; motion denied.