

IN THE COURT OF APPEALS OF TENNESSEE
AT KNOXVILLE
September 22, 2026 Session

FILED

10/09/2026

Clerk of the
Appellate Courts

**SAMUEL JESSE WARNER, ET AL. v.
COLONEL LIZ HUNT D/B/A AUCTIONEER**

**Appeal from the Circuit Court for Hamilton County
No. 25C279 Jennifer Kay Peck, Judge**

No. E2026-00054-COA-R9-CV

This is a breach of contract action in which the plaintiffs alleged that the defendant auctioneer failed to fulfill the terms of the contract in auctioning a baseball card collection. The defendant auctioneer moved to dismiss for lack of personal jurisdiction. The trial court denied the motion to dismiss but granted permission to file an interlocutory appeal pursuant to Rule 9 of the Tennessee Rules of Appellate Procedure. We granted permission to appeal and now affirm the decision of the trial court.

**Tenn. R. App. P. 9 Interlocutory Appeal; Judgment of the Circuit Court
Affirmed; Case Remanded**

JOHN W. MCCLARTY, P.J., E.S., delivered the opinion of the court, in which THOMAS R. FRIERSON, II, and KRISTI M. DAVIS, JJ., joined.

Phillip Eugene Fleenor, Chattanooga, Tennessee, for the appellant, Colonel Liz Hunt d/b/a Auctioneer.

Joseph E. Willard, Jr., Rossville, Georgia, for the appellees, Samuel Jesse Warner and Nicole Rhodes.

OPINION

I. BACKGROUND

Samuel Jesse Warner and his daughter, Nicole Rhodes (collectively “Plaintiffs”), owned a baseball card and memorabilia collection. Plaintiffs solicited auctioneers for

assistance in selling their collection. Colonel¹ Liz Hunt d/b/a Auctioneer (“Defendant”) responded and agreed to meet with them in Chattanooga, Tennessee to view the collection.

In June 2023, Defendant traveled to Tennessee from Missouri to meet with Plaintiffs at Mr. Warner’s house. The parties then traveled to a local bank, where the collection was stored in a safety deposit box. The parties met “for over an hour” reviewing the collection, with Defendant advising that some cards were worth approximately \$100,000 and that the collection was worth substantial value. The parties returned to Mr. Warner’s home to continue discussions for an additional hour. The parties then traveled to the Boathouse restaurant in Chattanooga for dinner. Defendant paid for the meal and assured Plaintiffs throughout the dinner that they would be pleased with her work in auctioning the collection.

Defendant returned to Missouri, and the parties continued discussions via telephone calls and text messages. On November 7, 2023, Plaintiffs traveled to Missouri to sign a contract and deliver the collection. They spent approximately one hour with Defendant to sign the contract for the auction, scheduled for September 28, 2024. Defendant advised that her preparation for the sale would take time, explaining that she would put each card into a protective sleeve and organize the entire collection by team. After signing the contract, Plaintiffs left Defendant’s home. They stopped at a restaurant and stayed the night in a motel room in Kansas City before returning to Tennessee. The parties continued to communicate via telephone calls and text messages over the next several months, with Mr. Warner in Tennessee and Defendant in Missouri. Defendant later informed them that she sold the collection earlier than agreed on August 17, 2024, and for a total of \$142.50.

On February 19, 2025, Plaintiffs filed this action for breach of contract in the Circuit Court of Hamilton County, Tennessee. Defendant moved to dismiss for lack of personal jurisdiction. Plaintiffs argued that Defendant’s contacts with the state, e.g., (1) traveling to the bank in Tennessee; (2) traveling to Mr. Warner’s house in Tennessee; and (3) traveling to the restaurant in Tennessee, were enough to establish the court’s personal jurisdiction because each action was taken in an attempt to secure the contract. Further, Plaintiffs asserted that Defendant also advertised her employment by Sales Haven, an entity located in Tennessee, on her auction website, further establishing her connection with Tennessee. Defendant asserted that her employment with Sales Haven began eight months after the signing of the contract and that she worked from home in Missouri, not Tennessee. She likewise claimed that her employment with Sales Haven was not relevant to her auction of the collection at issue in this action. An affidavit from her employer established that she worked from home in Missouri but that her invoices were sent from the Tennessee office.

Following a hearing on the issue of jurisdiction, the trial court denied the motion to dismiss, finding that the minimum contact test was satisfied to establish personal jurisdiction, considering the quantity of the contacts, their nature and quality, and the

¹ The title of Colonel is an honorary designation commonly bestowed upon auctioneers.

relationship between the contacts and the cause of action. The court held that the exercise of jurisdiction would not offend traditional notions of fair play and substantial justice, noting that Defendant drove to Tennessee for the sole purpose of “wooing Plaintiffs and securing their business.” The court found that exercising jurisdiction would not be unreasonable or unfair when there was no evidence to suggest that a majority of witnesses or evidence would be outside of Tennessee or that such jurisdiction would place a substantial burden on Defendant.

Defendant filed a motion for interlocutory appeal pursuant to Rule 9 of the Tennessee Rules of Appellate Procedure. The court granted permission to pursue the interlocutory appeal and stayed the proceedings, pending the outcome of this appeal. Defendant then filed her application for permission to appeal to this court, which a panel of this court granted on February 3, 2026. This interlocutory appeal followed.

II. ISSUE

The sole issue on appeal is whether the trial court erred in denying Defendant’s motion to dismiss for lack of personal jurisdiction in the proceedings below.

III. STANDARD OF REVIEW

A trial court’s decision to grant or deny a motion pursuant to Rule 12.02(2) of the Tennessee Rules of Civil Procedure for lack of personal jurisdiction presents a question of law. *Crouch Railway Consulting, LLC v. LS Energy Fabrication, LLC*, 610 S.W.3d 460, 471 (Tenn. 2020). Accordingly, we review the trial court’s decision de novo, with no presumption of correctness, for the purpose of determining whether the plaintiff established a prima facie showing of personal jurisdiction over the defendant. *Id.* The plaintiff need only demonstrate personal jurisdiction by a preponderance of the evidence. *Gordon v. Greenview Hosp., Inc.*, 300 S.W.3d 635, 644 (Tenn. 2009) (citations omitted). In reviewing a trial court’s decision to grant a motion to dismiss for lack of personal jurisdiction, we must take the plaintiff’s allegations of fact as true. Tenn. R. App. P. 13(d); *State v. NV Sumatra Tobacco Trading Co.*, 403 S.W.3d 726, 739 (Tenn. 2013).

IV. DISCUSSION

Defendant maintains that the trial court did not have personal jurisdiction over her as a Missouri resident when the contract was signed and the auction occurred in Missouri. “The Due Process Clause protects an individual’s liberty interest in not being subject to the binding judgments of a forum with which he has established no meaningful ‘contacts, ties,

or relations.”” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 471–72, 185 (1985) (quoting *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 319 (1945)). Personal jurisdiction over a nonresident defendant can only be exercised if that defendant has “certain minimum contacts with [the forum state] such that the maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’” *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945) (quoting *Milliken v. Meyer*, 311 U.S. 457, 463 (1940)). This two-part test requires evaluating whether the requisite minimum contacts are present and whether the exercise of jurisdiction is fair. *Burger King*, 471 U.S. at 476; *Davis Kidd Booksellers, Inc. v. Day–Impex, Ltd.*, 832 S.W.2d 572, 575 (Tenn. Ct. App. 1992).

In Tennessee, personal jurisdiction over non-residents is governed by this state’s “long-arm statutes.” Section 20-2-214 reads as follows:

(a) Persons who are nonresidents of this state and residents of this state who are outside the state and cannot be personally served with process within this state are subject to the jurisdiction of the courts of this state as to any action or claim for relief arising from:

(1) The transaction of any business within this state;

(2) Any tortious act or omission within this state;

(3) The ownership or possession of any interest in property located within this state;

(4) Entering into any contract of insurance . . . ;

(5) Entering into a contract for services to be rendered or for materials to be furnished in this state;

(6) Any basis not inconsistent with the constitution of this state or of the United States;

(7) Any action of divorce

(b) As used in this section, “person” includes corporations and all other entities that would be subject to service of process if present in this state.

(c) Any such person shall be deemed to have submitted to the jurisdiction of this state who acts [] through an agent or personal representative.

Section 20-2-223 provides as follows:

(a) A court may exercise personal jurisdiction over a person, who acts directly or indirectly, as to a claim for relief arising from the person's:

- (1) Transacting any business in this state;
- (2) Contracting to supply services or things in this state;
- (3) Causing tortious injury by an act or omission in this state;
- (4) Causing tortious injury in this state by an act or omission outside this state of the person who regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or derives substantial revenue from goods used or consumed or services rendered, in this state;
- (5) Having an interest in, using or possessing real property in this state;
- (6) Contracting to insure any person, property or risk located within this state at the time of contracting; or
- (7) Conduct as a director or officer of a domestic corporation or the conduct of a domestic corporation while the person held office as a director or officer.

(b) When jurisdiction over a person is based solely upon this section, only a claim for relief arising from acts enumerated in this section may be asserted against that person.

Section 20-2-225 further provides as follows: "A court of this state may exercise jurisdiction: (1) [o]n any other basis authorized by law; or (2) [o]n any basis not inconsistent with the constitution of this state or of the United States."

Courts recognize two types of personal jurisdiction: specific and general. *Gordon*, 300 S.W.3d at 647. At issue here is whether Plaintiffs established a basis for specific jurisdiction. In *Gordon*, the Tennessee Supreme Court explained as follows:

Specific jurisdiction may be asserted when the plaintiff's cause of action arises from, or is related to, the nonresident defendant's activities in or contacts with the forum state. To invoke specific jurisdiction, a plaintiff must show (1) that the nonresident defendant has purposely established significant contact with the forum state and (2) that the plaintiff's cause of action arises out of or is related to these activities or contacts. The nonresident defendant's

contacts with the forum state must be sufficient to enable a court to conclude that the defendant should reasonably anticipate being haled into court [in the forum state]. If the plaintiff can make that showing, the defendant will have the burden of showing that the exercise of specific jurisdiction would be unfair.

Id. at 647–48. More recently, our Supreme Court has addressed whether in personam jurisdiction is permissible based upon a contractual relationship between a resident and a non-resident of the forum state. *See generally Baskin v. Pierce & Allred Construction, Inc.*, 676 S.W.3d 554 (2023) (concluding that the plaintiff failed to make a prima facie showing of sufficient minimum contacts to establish specific jurisdiction) and *Crouch Railway Consulting, LLC v. LS Energy Fabrication, LLC*, 610 S.W.3d 460 (2020) (concluding that the plaintiff established sufficient minimum contacts based upon an ongoing contractual relationship).

From those actions, our Supreme Court provided the following guidance:

[In *Crouch*, we] observed that determining the validity of the exercise of specific jurisdiction can be particularly challenging in cases involving a single contract between a resident plaintiff and a nonresident defendant. Nevertheless, we recognized that even a single contract can entail sufficiently meaningful contacts to allow for the exercise of personal jurisdiction. However, it is clear that the mere existence of a contract between a resident of the forum state and a nonresident alone cannot establish minimum contacts for the exercise of specific jurisdiction. Instead, courts must examine the totality of the facts and circumstances surrounding a contract to determine whether the defendant’s contacts with the forum state will make it amenable to personal jurisdiction there. A contract itself is ordinarily but an intermediate step serving to tie up prior business negotiations with future consequences which themselves are the real object of the business transaction. Thus, to determine whether a nonresident purposefully established minimum contacts with the forum state in a contract-based action, the court must examine prior negotiations, contemplated future consequences, terms of the contract, and the parties’ course of dealing.

Baskin, 676 S.W.3d at 569–70.

Here, Defendant traveled to Chattanooga, Tennessee to meet with Plaintiffs and to inspect the card and memorabilia collection. She traveled to Mr. Warner’s house, then to a local bank, then back to Mr. Warner’s house, and then to a restaurant, where they dined and she remitted payment for the meal. Throughout her time in Tennessee with the Plaintiffs, Defendant discussed her plans for auctioning the collection and assured them that she would recoup a substantial amount for them from the sale. Afterward, Defendant

continued communications with Plaintiffs through telephone calls and approximately 56 text messages, with her in Missouri and Mr. Warner in Tennessee. Case law is clear that ongoing contact via electronic means between the parties may bolster a claim for specific jurisdiction. *Crouch*, 610 S.W.3d at 478 (“The transmission of information into a forum by way of email, telephone, or mail is unquestionably a contact for purposes of personal jurisdiction analysis.”); *see also Burger King*, 471 U.S. at 476 (considering the inherent nature of modern commercial business conducted through “mail and wire communications across state lines” and concluding that an absence of physical contacts cannot defeat jurisdiction “[s]o long as a commercial actor’s efforts are ‘purposefully directed’ toward residents of” another state). From these facts, we conclude that Defendant purposefully established significant contact with the forum state such that she should reasonably anticipate being haled into court here based upon a cause of action arising out of her activities in this state. We likewise conclude that the cause of action arose out of and is related to her activities in this state, namely her pursuit of a contract with Plaintiffs for the sale of the memorabilia collection.²

Having determined that Plaintiffs established a *prima facie* showing of sufficient minimum contacts between Defendant and Tennessee, we must now consider whether exercising jurisdiction over Defendant would be unreasonable or unfair. In making such a determination, we are guided by the following factors:

(1) the burden on the defendant; (2) the interests of the forum state; (3) the plaintiff’s interest in obtaining relief; (4) the interstate judicial system’s interest in obtaining the most efficient resolution of controversies; and (5) the shared interest of the several states in furthering fundamental substantive social policies.

Crouch, 610 S.W.3d at 485. Defendant bears the burden of establishing that the trial court’s exercise of jurisdiction would be unreasonable or unfair.

Defendant argues that she is a Missouri resident and must travel to Tennessee to defend against this action, unnecessarily incurring travel expenses, additional attorney fees, and the inconvenience of defending herself in a distant forum based upon a contract that was signed in Missouri and an auction that occurred in Missouri. Defendant notes that Tennessee’s interest is attenuated when she is not a Tennessee resident, has no ongoing business in Tennessee, and has no ongoing relationship with Tennessee. Defendant asserts that Plaintiffs’ interest in obtaining relief does not overcome the burden placed on her in defending against this action in Tennessee. We disagree.

² Defendant’s connection to Tennessee through her employment with Sales Haven, a company located in Tennessee, is not related to the activities at issue here and cannot be used for purposes of establishing minimum contacts to support a finding of specific jurisdiction over this action.

While Defendant's employment with Sales Haven cannot be considered for the purpose of establishing her minimum contacts with the forum state, her connection to Tennessee cannot be characterized as "attenuated" when she is employed by a Tennessee company and regularly issues invoices for her services from an office located in Tennessee. Moreover, as the trial court noted, there is nothing in the record to establish that the majority of witnesses and evidence for this action are in Missouri. As the auctioneer responsible for preparing the collection and presiding over the auction, her testimony would be the most relevant on the issue of the discrepancy between her representations of the collection's value and the actual amount realized at the auction. Plaintiffs also have an interest in pursuing their action in Tennessee without the added cost of travel after having allegedly lost a seemingly substantial amount of money through Defendant's actions or inactions. Tennessee likewise maintains an interest in ensuring that its residents are provided with a convenient forum to pursue recovery. With these considerations in mind, we hold that the evidence does not establish that exercising jurisdiction over Defendant would be unreasonable or unfair.

V. CONCLUSION

For the reasons stated above, we affirm the judgment of the trial court and remand for the continuation of proceedings in the trial court. Costs of the appeal are taxed to the appellant, Colonel Liz Hunt d/b/a Auctioneer.

s/John W. McClarty
JOHN W. McCLARTY, JUDGE