

SUPREME COURT OF TENNESSEE

Berkeley Research Group, LLC v. Southern Advanced Materials, LLC

No. W2023-00720-SC-R11-CV · No. W2023-00720-SC-R11-CV · Decided January 23, 2026

SUMMARY

The Tennessee Supreme Court held that Tennessee courts lack subject matter jurisdiction to confirm an arbitration award when the parties’ agreement provides that arbitration will occur exclusively in another state. Because the agreement required arbitration in Pennsylvania, the Shelby County Chancery Court lacked jurisdiction to confirm the award. The court vacated the lower-court judgments and dismissed the petition to confirm the award.

CASE DETAILS

COURT	Supreme Court of Tennessee
WRITING FOR THE COURT	Justice Dwight E. Tarwater; Dwight E. Tarwater; Jeffrey S. Bivins, Chief Justice; Holly Kirby; Sarah K. Campbell; Mary L. Wagner
JURISDICTION	Supreme Court of Tennessee
DECIDED	January 23, 2026
DOCKET	W2023-00720-SC-R11-CV
DISPOSITION	vacated
PROCEDURAL POSTURE	Appeal by permission from the Tennessee Court of Appeals concerning confirmation of an arbitration award.
STANDARD OF REVIEW	Subject matter jurisdiction is a question of law reviewed de novo.
PRECEDENTIAL VALUE	Published Tennessee Supreme Court opinion
PARTIES	Berkeley Research Group, LLC v. Southern Advanced Materials, LLC

TOPICS

- arbitration
- subject matter jurisdiction
- statutory interpretation
- appellate procedure
- civil procedure

PRACTICE AREAS

- arbitration
- civil procedure
- appellate procedure
- commercial litigation
- contracts

QUESTIONS PRESENTED

1. Whether Tennessee courts have subject matter jurisdiction under the Uniform Arbitration Act to confirm an arbitration award when the parties' agreement requires arbitration to occur exclusively in another state.
2. Whether the court had personal jurisdiction over Southern based on the arbitration agreement's provision that judgment on an award may be entered by any state or federal court having jurisdiction.

HOLDINGS

1. Under Tennessee's Uniform Arbitration Act, Tennessee courts have subject matter jurisdiction to confirm an arbitration award only when the arbitration agreement provides for arbitration in Tennessee. Because the parties' agreement required arbitration exclusively in Pennsylvania, the Shelby County Chancery Court lacked subject matter jurisdiction to confirm the award.
2. The Court did not decide whether Southern had sufficient contacts with Tennessee or consented to personal jurisdiction by contract because the lack of subject matter jurisdiction was dispositive.

KEY QUOTATIONS

“We agree with the Hogan court that under the plain language of Tennessee Code Annotated section 29-5-302, the agreement must “provid[e] for arbitration in this state” for Tennessee courts to have subject matter jurisdiction to confirm an arbitration award.” (at 5)

“The Uniform Arbitration Act confers subject matter jurisdiction on our courts to confirm arbitration awards when the arbitration agreement provides for arbitration in Tennessee.” (at 8)

FACTUAL BACKGROUND

Berkeley and Southern entered a 2019 consulting-services contract containing an arbitration clause governed by Delaware law. The clause required arbitration to take place exclusively in Philadelphia, Pennsylvania, and permitted judgment on an award in a court having jurisdiction. After a payment dispute, the parties arbitrated by Zoom while the arbitrator was located in Philadelphia, and the arbitrator awarded Berkeley \$433,815.34. Berkeley then sought confirmation of the award in Shelby County Chancery Court.

PROCEDURAL HISTORY

Berkeley petitioned the Shelby County Chancery Court to confirm a \$433,815.34 arbitration award. The chancery court denied Southern's motion to dismiss, confirmed the award, and entered judgment. The Court of Appeals held that the chancery court had subject matter jurisdiction but lacked personal jurisdiction over Southern, and it reversed and remanded for dismissal. The Tennessee Supreme Court granted permission to appeal and addressed subject matter jurisdiction first.

DISPOSITION

vacated

REMAND INSTRUCTIONS

The judgments of the lower courts were vacated, and the petition to confirm the arbitration award was dismissed. No further remand instructions were stated.

CASES CITED

- Johnson v. Hopkins, 432 S.W.3d 840, 844 (Tenn. 2013)
- In re Estate of Trigg, 368 S.W.3d 483, 489 (Tenn. 2012)
- Northland Insurance v. State, 33 S.W.3d 727, 729 (Tenn. 2000)
- Meighan v. U.S. Sprint Communications Co., 924 S.W.2d 632, 639 (Tenn. 1996)
- New v. Dumitrache, 604 S.W.3d 1, 14-15 (Tenn. 2020)
- Houghton v. Malibu Boats, LLC, No. E2023-00324-SC-R11-CV, 2025 WL 2971436, at *6 n.12 (Tenn. Oct. 22, 2025)
- Morgan Keegan & Co. v. Smythe, 401 S.W.3d 595, 602-03, 603, 606, 612 (Tenn. 2013)
- Buraczynski v. Eyring, 919 S.W.2d 314, 317 (Tenn. 1996)
- Cavalier Insurance v. Osment, 538 S.W.2d 399, 403 (Tenn. 1976)
- St. Paul Fire & Marine Insurance v. Kirkpatrick, 164 S.W. 1186, 1189 (Tenn. 1914)
- Hogan v. Hogan, No. W2008-01750-COA-R3-CV, 2009 WL 2632755, at *6-*7 (Tenn. Ct. App. Aug. 27, 2009)
- Dewitt v. Al-Haddad, No. 89-394-II, 1990 WL 50727, at *1, *6 (Tenn. Ct. App. Apr. 25, 1990)
- Brown v. Styles, No. M2010-02403-COA-R3-CV, 2011 WL 3655158, at *3 (Tenn. Ct. App. Aug. 18, 2011)
- State ex rel. Tri-City Construction Co. v. Marsh, 668 S.W.2d 148, 152 (Mo. Ct. App. 1984)
- General Electric Co. v. Star Technologies, Inc., Civ.A. No. 14923, 1996 WL 377028, at *6 (Del. Ch. July 1, 1996)
- Chicago Southshore & South Bend Railroad v. Northern Indiana Commuter Transportation District, 703 N.E.2d 7, 9-11 (Ill. 1998)
- Tru Green Corp. v. Sampson, 802 S.W.2d 951, 953 (Ky. Ct. App. 1991)
- Kearsarge Metallurgical Corp. v. Peerless Insurance, 418 N.E.2d 580, 583-84 (Mass. 1981)
- DeSage v. AW Financial Group, LLC, No. 71919, 2020 WL 1952504, at *4 (Nev. Apr. 22, 2020)
- Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University, 489 U.S. 468, 477 (1989)
- Berkeley Research Group, LLC v. Southern Advanced Materials, LLC, No. W2023-00720-COA-R3-CV, 2024 WL 3738456, at *3 n.4, *6-*8 (Tenn. Ct. App. Aug. 9, 2024)