

TEXAS COURT OF APPEALS, FOURTH DISTRICT, SAN ANTONIO

Wendy Padilla-Madden v. Cristian Sandoval

No. 04-25-00303-CV · No. 04-25-00303-CV · Decided March 11, 2026

SUMMARY

The Fourth Court of Appeals of Texas affirmed the denial of Wendy Padilla-Madden’s special appearance in Cristian Sandoval’s breach-of-oral-agreement suit. The court held that Madden purposefully availed herself of Texas through her activities as trustee and that Sandoval’s claim related to those contacts, supporting the exercise of specific personal jurisdiction.

CASE DETAILS

COURT	Texas Court of Appeals, Fourth District, San Antonio
WRITING FOR THE COURT	Velia J. Meza; Rebeca C. Martinez, Chief Justice; Adrian A. Spears II, Justice; Velia J. Meza, Justice
JURISDICTION	Texas Court of Appeals, Fourth District, San Antonio
DECIDED	March 11, 2026
DOCKET	04-25-00303-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Interlocutory appeal from the denial of appellant's special appearance challenging personal jurisdiction.
STANDARD OF REVIEW	Denial of a special appearance is reviewed de novo. When the trial court does not issue findings of fact and conclusions of law, the appellate court implies all relevant facts necessary to support the judgment that are supported by the evidence. If conflicting evidence raises a fact issue, the appellate court upholds the trial court's determination.
PRECEDENTIAL VALUE	published
PARTIES	Wendy Padilla-Madden v. Cristian Sandoval

TOPICS

- personal jurisdiction
- interlocutory appeal
- appellate procedure
- breach of contract
- contracts

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court erred in denying Madden's special appearance because she did not purposefully avail herself of the privilege of conducting activities in Texas.
2. Whether Sandoval's breach-of-contract claim arose from or related to Madden's contacts with Texas for purposes of specific personal jurisdiction.
3. Whether exercising specific personal jurisdiction over Madden comported with fair play and substantial justice.

HOLDINGS

1. Madden purposefully availed herself of the privilege of conducting activities in Texas through her contacts as trustee, including attending meetings, executing the Gan Shares Trust Agreement, and taking possession of trust-related stock in Texas.
2. Sandoval's breach-of-contract claim arose from or related to Madden's Texas contacts, satisfying the relatedness requirement for specific personal jurisdiction.
3. Exercising specific personal jurisdiction over Madden in Texas would not offend traditional notions of fair play and substantial justice.

KEY QUOTATIONS

“Specific jurisdiction exists when a nonresident’s more limited contacts purposefully availed them of the privilege of conducting activities within the state and the claims brought against the nonresident arise from or relate to such limited contacts.” (at 3)

“The “arises out of or relates to” standard provides two avenues for which a nonresident’s contacts can relate to the underlying suit.” (at 5)

“The nonresident would have to present “a compelling case that the presence of some consideration would render jurisdiction unreasonable,”” (at 6)

FACTUAL BACKGROUND

Sandoval, a Texas resident, alleged that he and Madden, an Alabama resident, entered into an oral agreement under which Madden would pay him half of her compensation if she obtained an appointment as trustee. Madden was appointed trustee of the Gan Shares Trust, traveled to San Antonio for meetings and execution of the trust agreement, and took possession of trust-related stock in a San Antonio safe-deposit box. Madden later paid Sandoval \$500,000 after receiving \$1,000,000 in trustee compensation, although she claimed the payment was for a marketing study that never occurred. Sandoval sued for breach of the oral agreement and sought \$350,000.

PROCEDURAL HISTORY

Cristian Sandoval sued Wendy Padilla-Madden in the 73rd Judicial District Court of Bexar County for allegedly breaching an oral agreement to share trustee compensation. Madden filed a special appearance challenging general and specific personal jurisdiction. The trial court denied the special appearance, and Madden brought an interlocutory appeal. The court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- M & F Worldwide Corp. v. Pepsi-Cola Metro. Bottling Co., Inc., 512 S.W.3d 878, 885 (Tex. 2017)
- Moncrief Oil International Inc. v. OAO Gazprom, 414 S.W.3d 142, 150, 152 (Tex. 2013)
- State v. Volkswagen Aktiengesellschaft, 669 S.W.3d 399, 413, 432 (Tex. 2023)
- BMC Software Belgium, N.V. v. Marchand, 83 S.W.3d 789, 795 (Tex. 2002)
- International Shoe Co. v. State of Washington, International Shoe Co. v. Washington, 326 U.S. 310, 316 (1945)
- Luciano v. SprayFoamPolymers.com, LLC, 625 S.W.3d 1, 8-9, 14, 18 (Tex. 2021)
- Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct., 592 U.S. 351, 359, 362 (2021)
- Witty Yeti, LLC v. Plummer, No. 04-22-00075-CV, 2022 WL 3046942, at *6 (Tex. App.—San Antonio Aug. 3, 2022, no pet.) (mem. op.)
- Kelly v. Gen. Interior Const., Inc., 301 S.W.3d 653, 658 (Tex. 2010)
- Hanson, Executrix, et al. v. Denckla et al., Hanson v. Denckla, 357 U.S. 235, 253 (1958)
- Ross F. Meriwether & Assocs., Inc. v. Aulbach, 686 S.W.2d 730, 732 (Tex. App.—San Antonio 1985, no writ)
- Jerome I. Wright & Assocs., Inc. v. First Metro Ltd. P’ship, No. 03-04-00283-CV, 2004 WL 2186330, at *6 (Tex. App.—Austin Sept. 30, 2004, no pet.) (mem. op.)
- Moki Mac River Expeditions v. Drugg, 221 S.W.3d 569, 585-86 (Tex. 2007)
- Guardian Royal Exch. Assur., Ltd. v. English China Clays, P.L.C., 815 S.W.2d 223, 231 (Tex. 1991)
- World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 292 (1980)
- McGee v. Int’l Life Ins. Co., 355 U.S. 220, 223 (1957)

OPINION

PER CURIAM.

Fourth Court of Appeals San Antonio, Texas MEMORANDUM OPINION No. 04-25-00303-CV Wendy PADILLA-MADDEN, Appellant v. Cristian SANDOVAL, Appellee From the 73rd Judicial District Court, Bexar County, Texas Trial Court No. 2024-CI-24868 Honorable Elizabeth Martinez, Judge Presiding Opinion by: Velia J. Meza, Justice Sitting: Rebeca C. Martinez, Chief Justice Adrian A. Spears II, Justice Velia J. Meza, Justice Delivered and Filed: March 11, 2026

AFFIRMED Wendy Padilla-Madden brings this interlocutory appeal from the denial of her special appearance.

Because we conclude that Madden was subject to personal jurisdiction in Texas, we affirm. BACKGROUND Sometime in 2021 Cristian Sandoval, a Texas resident, and Madden, a resident of Alabama, entered into an oral agreement where—according to Sandoval—Madden would share the proceeds 04-25-00303-CV she obtained from serving as trustee for a third party.

On November 1, 2024, Sandoval filed suit against Madden claiming she breached their oral agreement and owes him \$350,000. On January 1, 2025, Madden filed her special appearance challenging both general and specific jurisdiction. She alleged that she is an Alabama resident, has no permanent presence in Texas, and has not purposefully availed herself of the privileges and benefits of Texas.

On April 25, 2025, the trial court denied Madden’s special appearance. This interlocutory appeal followed. DISCUSSION In her sole issue on appeal, Madden argues that the trial court erred by denying her special appearance since she did not purposefully avail herself of the privilege of conducting activities within Texas and the claim brought against her does not relate to her limited contacts.

We disagree. 1. Standard of Review We review a trial court’s denial of a special appearance de novo. *M & F Worldwide Corp. v. Pepsi-Cola Metro. Bottling Co., Inc.*, 512 S.W.3d 878, 885 (Tex. 2017). “When, as here, the trial court does not issue findings of fact and conclusions of law, we imply all relevant facts necessary to support the judgment that are supported by evidence.” *Moncrief Oil Intern.*

Inc. v. OAO Gazprom, 414 S.W.3d 142, 150 (Tex. 2013). “If the parties present conflicting evidence that raises a fact issue, we will resolve the dispute by upholding the trial court’s determination.” *State v. Volkswagen Aktiengesellschaft*, 669 S.W.3d 399, 413 (Tex. 2023). 2. Personal Jurisdiction Framework The Texas long-arm statute provides that a nonresident does business in Texas if they contract “with a Texas resident and either party is to perform the contract in whole or in part in” Texas.

TEX. CIV. PRAC. & REM. CODE § 17.042(1). The long-arm statute’s “broad language extends -2- 04-25-00303-CV Texas courts’ personal jurisdiction as far as the federal constitutional requirements of due process will permit.” *BMC Software Belgium, N.V. v. Marchand*, 83 S.W.3d 789, 795 (Tex. 2002) (internal quotation marks omitted). And federal due process permits personal jurisdiction if the nonresident has “certain minimum contacts with [the 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) (internal quotation marks omitted).

Whether jurisdiction is general or specific depends on the nonresident's contacts. *Luciano v. SprayFoamPolymers.com, LLC*, 625 S.W.3d 1, 8 (Tex. 2021). However, because Sandoval concedes that general jurisdiction is inapplicable, we only address specific jurisdiction. Specific jurisdiction exists when a nonresident's more limited contacts purposefully availed them of the privilege of conducting activities within the state and the claims brought against the nonresident arise from or relate to such limited contacts.

Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct., 592 U.S. 351, 359 (2021). In determining whether a nonresident availed themselves of the forum state, we examine their purposeful contacts; "unilateral activity of another party or third person, as well as random, isolated, or fortuitous contacts by the [nonresident], are insufficient to" establish purposeful availment.

Witty Yeti, LLC v. Plummer, No. 04-22-00075-CV, 2022 WL 3046942, at *6 (Tex. App.—San Antonio Aug. 3, 2022, no pet.) (mem. op.). In the context of special appearances, we apply shifting burdens of proof. *Kelly v. Gen. Interior Const., Inc.*, 301 S.W.3d 653, 658 (Tex. 2010). Sandoval bore the initial burden to allege sufficient facts to bring Madden within the provisions of the Texas long-arm statute.

Id. If this pleading requirement was satisfied, the burden shifted to Madden to negate all bases of personal jurisdiction alleged. *Kelly*, 301 S.W.3d at 658. -3- 04-25-00303-CV 3. Purposeful Availment The "touchstone of jurisdictional due process is purposeful availment." *Luciano*, 625 S.W.3d at 9 (cleaned up). Madden must have deliberately committed some act which purposefully availed her of the privilege of conducting activities within Texas, "thus invoking the benefits and protections of its laws." *Hanson v. Denckla*, 357 U.S. 235, 253 (1958).

3.1 The Oral Agreement Sandoval alleged that sometime prior to August 20, 2021, he and Madden entered into an oral agreement in which he would provide Madden with the opportunity to serve as trustee to the Gan Shares Trust in exchange for half of her trustee compensation. Madden challenged the existence of the oral agreement; however, the record does not support her contention.

The undisputed facts are that Sandoval reached out to Madden and informed her that his wife, Araceli Garcia's, employer, Alonso Ancira Elizondo, was having difficulty appointing a trustee. Subsequently, Sandoval informed Garcia that Madden would serve as trustee. And Madden was ultimately retained to serve as the trustee of the Gan Shares Trust. Madden counters that the agreement alleged by Sandoval does not exist.

However, Madden admitted to paying Sandoval \$500,000 after earning \$1,000,000 in trustee compensation—an amount consistent with the terms of the agreement. Although Madden contends that the payment was for Sandoval's company, NICAM Strategies, to conduct a marketing study for her law firm, she testified that the study "didn't occur. [Sandoval] never performed... the

services.” Finding Madden’s explanation for the payment unconvincing, we conclude that Madden failed to demonstrate the non-existence of the contract.

1 Although we find that Madden did not conclusively prove the non-existence of the agreement, we do not hold that Sandoval conclusively proved the agreement. Our jurisdictional inquiry only requires a determination of appellant’s purposeful availment of Texas in connection with the underlying dispute.

The issue of ultimate liability is reserved for the trial on the merits. See *Ross F. Meriwether & Assocs., Inc. v. Aulbach*, 686 S.W.2d 730, 732 (Tex. App.—San Antonio 04-25-00303-CV 3.2 Madden’s Contacts as Trustee for the Gan Shares Trust Sandoval also alleged that after he obtained the opportunity for Madden to serve as trustee, Madden traveled to San Antonio, Texas, for meetings and to execute the Gan Shares Trust Agreement with Ancira, and two Mexican entities with business addresses located in Texas.

After being appointed trustee, Madden took possession over shares of stock in a safe deposit box located in San Antonio, Texas. Madden does not dispute these allegations; instead, she only challenges their relatedness. Viewing Madden’s purposeful contacts with respect to Texas in totality, we cannot say that her contacts were “random, isolated, or fortuitous.” *Witty Yeti, LLC*, 2022 WL 3046942, at *6.

Therefore, Madden’s contacts are sufficient to hold that Madden purposefully availed herself of the privilege of conducting activities within Texas. 4. Relatedness Despite our finding that Madden purposefully availed herself of Texas, specific jurisdiction is only permitted if Sandoval’s claim arises out of or relates to Madden’s contacts with Texas. *Moki Mac River Expeditions v. Drugg*, 221 S.W.3d 569, 585–86 (Tex.

2007). The “arises out of or relates to” standard provides two avenues for which a nonresident’s contacts can relate to the underlying suit. *Ford Motor Co.*, 592 U.S. at 362. “The first half of the standard asks about causation; but the back half... contemplates that some relationship will support jurisdiction without a causal showing.” *Id.* Nevertheless, the “relates to” standard still “incorporates real limits, as it must to adequately protect defendants foreign to” the state.

Id. Antonio 1985, no writ) (holding that the issue of ultimate liability is separate from jurisdiction); see also *Jerome I. Wright & Assocs., Inc. v. First Metro Ltd. P’ship*, No. 03-04-00283-CV, 2004 WL 2186330, at *6 (Tex. App.—Austin Sept. 30, 2004, no pet.) (mem. op.) (same). -5- 04-25-00303-CV Sandoval’s suit stems from Madden’s failure to pay him \$350,000 pursuant to their agreement.

As already discussed, in exchange for Sandoval providing Madden the opportunity to serve as trustee, Madden agreed to pay Sandoval half of her trustee compensation only “if she was retained to serve as [t]rustee.” Sandoval stressed that but for him honoring his end of the agreement,

Madden “would not have been chosen to serve as [t]rustee.” As a result, Madden’s contacts with Texas as trustee—which include attending meetings, executing the Gan Shares Trust Agreement, and taking possession of and securing personal property, in Texas—all relate to the oral agreement.

But for her agreeing to serve as trustee, her obligation to pay would not have arisen. Thus, the crux of Sandoval’s claim relates to whether Madden was retained, and compensated for her services, as trustee. Because of this, Madden’s contacts relate to the operative facts of Sandoval’s litigation. Luciano, 625 S.W.3d at 14 (citation omitted). 5. Fair Play and Substantial Justice Lastly, we must consider whether exercising jurisdiction over Madden would “run afoul of ‘traditional notions of fair play and substantial justice.’” Luciano, 625 S.W.3d at 18 (citing *Int’l Shoe Co. v. Wash.*, 326 U.S. 310, 316 (1945)). “Only in rare cases... will the exercise of jurisdiction not comport with fair play and substantial justice.” *Guardian Royal Exch.*

Assur., Ltd. v. English China Clays, P.L.C., 815 S.W.2d 223, 231 (Tex. 1991). The nonresident would have to present “a compelling case that the presence of some consideration would render jurisdiction unreasonable,” *Volkswagen Aktiengesellschaft*, 669 S.W.3d at 432 (internal quotation marks omitted).

We consider the nonresident’s contacts in light of (1) the burden on the nonresident; (2) the interest of Texas in adjudicating the dispute; (3) the plaintiff’s interest in obtaining convenient and effective relief; (4) the interstate judicial system’s interest in obtaining the most efficient -6- 04-25-00303-CV resolution of controversies; and (5) the shared interest of several states in furthering fundamental substantial social policies.

World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 292 (1980). Madden’s burden to defend this breach of oral agreement claim in Texas is not undue. Additionally, the Supreme Court has recognized states’ strong interest in providing effective means of redress for their residents’ breach of contract claims. *Moncrief Oil Intern. Inc.*, 414 S.W.3d at 152 (citing *McGee v. Int’l Life Ins.*

Co., 355 U.S. 220, 223 (1957)). Texas is also the most logical forum for litigation because it is where the witnesses related to Madden’s appointment and compensation as trustee reside. And our judicial system’s interest in obtaining “the most effective resolution of controversies” supports the exercise of jurisdiction in Texas. *World-Wide Volkswagen Corp.*, 444 U.S. at 292.

Consequently, we overrule Madden’s sole issue on appeal. **CONCLUSION** The trial court’s order denying Madden’s special appearance is affirmed. Velia J. Meza, Justice -7-