

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
TENNESSEE, NASHVILLE DIVISION

**Hardee’s Restaurants LLC v. Arbor Capital Partners, LLC; Gerges
Gerges; Edward Gerges; Aihab Gerges; and ACP Restaurant
Management, Inc.**

No. 3:25-cv-01135 (M.D. Tenn. May 5, 2026) · No. 3:25-cv-01135 · Decided May 5, 2026

SUMMARY

The United States District Court for the Middle District of Tennessee considers defendants’ motion for partial dismissal and transfer of venue in Hardee’s Restaurants LLC’s breach-of-contract action concerning franchise, sublease, and guarantee agreements. The court concludes that it has personal jurisdiction over the defendants and that venue in Tennessee is not improper, but grants transfer of the case to the Middle District of Florida under 28 U.S.C. § 1404(a).

CASE DETAILS

COURT	United States District Court for the Middle District of Tennessee, Nashville Division
WRITING FOR THE COURT	Aleta A. Trauger
JURISDICTION	United States District Court for the Middle District of Tennessee, Nashville Division
DECIDED	May 5, 2026
DOCKET	3:25-cv-01135
DISPOSITION	other
PROCEDURAL POSTURE	On defendants' motion for partial dismissal and to transfer venue under Rules 12(b)(2), 12(b)(3), and 28 U.S.C. §§ 1404(a), 1406(a).
STANDARD OF REVIEW	Not specified.
PRECEDENTIAL VALUE	Unpublished

TOPICS

- motions to dismiss
- personal jurisdiction
- venue
- forum non conveniens
- civil procedure
- breach of contract
- contracts
- commercial litigation
- real estate
- landlord tenant

PRACTICE AREAS

Commercial Litigation

Franchise Law

Contracts

Civil Procedure

QUESTIONS PRESENTED

1. Whether the court has personal jurisdiction over defendants for the Sublease and Sublease Guarantee claims.
2. Whether venue is proper in the Middle District of Tennessee for the Sublease claims.
3. Whether the case should be transferred to the United States District Court for the Middle District of Florida under 28 U.S.C. § 1404(a).

HOLDINGS

1. The court has personal jurisdiction because the forum selection clause in the Franchise Agreement, which permits HR to file suit where its principal offices are located, applies to the Sublease claims. The Franchise Agreement and Sublease are inextricably intertwined and must be read together; defendants therefore consented to jurisdiction in this district.
2. Venue is not improper; by consenting to venue in this court through the forum selection clause, defendants waived any objection to improper venue.
3. The case is transferred because the balance of private and public interest factors strongly favors Florida: the location of events giving rise to the suit and public interest factors outweigh the plaintiff's choice of forum and the permissive forum selection clause.
4. The motion is denied because the Complaint does not assert a claim against ACP Management for breach of the Sublease or Sublease Guarantee.

KEY QUOTATIONS

“Under both Florida and Missouri law, these agreements were executed 'near the same time, in the course of the same transaction, and concern the same subject matter,' as a result of which they must be 'read and construed together.'”

“the court finds that the plaintiff’s choice of forum weighs in favor of keeping venue here, but not particularly strongly.”

“transfer at the behest of a defendant is disfavored where it merely shifts the burden of litigating in an inconvenient forum to the plaintiff.”

“the defendants have not specifically identified a single non-party witness whose testimony they would need to compel”

FACTUAL BACKGROUND

In 2014, plaintiff Hardee's Restaurants LLC (HR), then headquartered in Missouri, entered into a Franchise Agreement with defendant ACPL to operate a Hardee's restaurant in Ocoee, Florida, and a Sublease for the premises. Individual defendants guaranteed both agreements. HR later moved its principal offices to Franklin,

Tennessee. In August 2023, ACPL ceased operations and closed the restaurant without authorization. HR sent notices of default and termination, but defendants did not respond. HR then sued for breach of the franchise agreement, sublease, and guarantees.

PROCEDURAL HISTORY

Plaintiff filed a diversity action for breach of franchise agreement, sublease, and guarantees. Defendants moved to dismiss the sublease claims for lack of personal jurisdiction and improper venue, or alternatively to transfer the entire case to the Middle District of Florida. The court denied dismissal but granted transfer.

DISPOSITION

other

CASES CITED

- *Intera Corp. v. Henderson*, 428 F.3d 605 (6th Cir. 2005)
- *J.M. Smucker Co. v. Promotion in Motion, Inc.*, 420 F. Supp. 3d 646 (N.D. Ohio 2019)
- *SunCoke Energy, Inc. v. MAN Ferrostaal Aktiengesellschaft*, 563 F.3d 211 (6th Cir. 2009)
- *Air Prods. & Controls, Inc. v. Safetech Int'l, Inc.*, 503 F.3d 544 (6th Cir. 2007)
- *Baskin v. Pierce & Allred Constr., Inc.*, 676 S.W.3d 554 (Tenn. 2023)
- *Johnson v. Griffin*, 85 F.4th 429 (6th Cir. 2023)
- *M/S Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1 (1972)
- *Ins. Corp. of Ireland v. Compagnie des Bauxites de Guinee*, 456 U.S. 694 (1982)
- *Preferred Capital, Inc. v. Assocs. in Urology*, 453 F.3d 718 (6th Cir. 2006)
- *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985)
- *Atl. Marine Constr. Co. v. U.S. Dist. Ct.*, 571 U.S. 49 (2013)
- *Reilly v. Meffe*, 6 F. Supp. 3d 760 (S.D. Ohio 2014)
- *ViSalus, Inc. v. Smith*, No. 13-10631, 2013 WL 2156031 (E.D. Mich. May 17, 2013)
- *Carnival Cruise Lines v. Shute*, 499 U.S. 585 (1991)
- *Moore v. Rohm & Haas Co.*, 446 F.3d 643 (6th Cir. 2006)
- *Moses v. Bus. Card Exp., Inc.*, 929 F.2d 1131 (6th Cir. 1991)
- *Reese v. CNH Am. LLC*, 574 F.3d 315 (6th Cir. 2009)
- *Dowling v. Richardson-Merrell, Inc.*, 727 F.2d 608 (6th Cir. 1984)
- *Tobien v. Nationwide Gen. Ins. Co.*, 133 F.4th 613 (6th Cir. 2025)
- *Phoenix Motor Co. v. Desert Diamond Players Club, Inc.*, 144 So. 3d 694 (Fla. Dist. Ct. App. 2014)
- *Lee v. All Fla. Constr. Co.*, 662 So. 2d 365 (Fla. Dist. Ct. App. 1995)
- *BGT Grp., Inc. v. Tradewinds Engine Servs., LLC*, 62 So. 3d 1192 (Fla. Dist. Ct. App. 2011)
- *Bridgecrest Acceptance Corp. v. Donaldson*, 648 S.W.3d 745 (Mo. 2022)
- *Johnson ex rel. Johnson v. JF Enters., LLC*, 400 S.W.3d 763 (Mo. 2013)

- Thieret Fam., LLC v. Delta Plains Servs., LLC, 637 S.W.3d 595 (Mo. Ct. App. 2021)
- Dunn Indus. Grp., Inc. v. City of Sugar Creek, 112 S.W.3d 421 (Mo. 2003)
- Solomon L. Grp., P.A. v. Dovenmuehle Mortg., Inc., 332 So. 3d 56 (Fla. Dist. Ct. App. 2021)
- Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp., 559 U.S. 662 (2010)
- Scherk v. Alberto-Culver Co., 417 U.S. 506 (1974)
- Scepter, Inc. v. Nolan Transportation Grp., LLC, 352 F. Supp. 3d 825 (M.D. Tenn. 2018)
- Weber v. PACT XPP Techs., AG, 811 F.3d 758 (5th Cir. 2016)
- Khardy Enters. LLC v. NCR Atleos Corp., No. 2:24-CV-12797, 2025 WL 303107 (E.D. Mich. Jan. 27, 2025)
- Hefferan v. Ethicon Endo-Surgery Inc., 828 F.3d 488 (6th Cir. 2016)
- Sacklow v. Saks Inc., 377 F. Supp. 3d 870 (M.D. Tenn. 2019)
- Smith v. Kyphon, Inc., 578 F. Supp. 2d 954 (M.D. Tenn. 2008)
- Gulf Oil Corp. v. Gilbert, 330 U.S. 501 (1947)
- Boling v. Prospect Funding Holdings, LLC, 771 F. App'x 562 (6th Cir. 2019)
- Stewart Org., Inc. v. Ricoh Corp., 487 U.S. 22 (1988)
- Van Dusen v. Barrack, 376 U.S. 612 (1964)
- Kerabo v. Sw. Clean Fuels Corp., 285 F.3d 531 (6th Cir. 2002)
- Lakeside Surfaces, Inc. v. Cambria Co., 16 F.4th 209 (6th Cir. 2021)
- Atkins v. Corecivic, Inc., No. 3:21-cv-00103, 2021 WL 4773080 (M.D. Tenn. Oct. 12, 2021)
- Am. Signature Inc. v. Moody's Invs. Servs., Inc., No. 2:09-cv-878, 2010 WL 2667367 (S.D. Ohio July 2, 2010)