

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TENNESSEE

HYC Logistics Inc. v. OJCommerce, LLC, doing business as OJ
Commerce, LLC, and Jacob Weiss

HYC Logistics · No. 2:23-cv-02050-TLP-tmp · Decided December 8, 2025

SUMMARY

The United States District Court for the Western District of Tennessee rules on cross-motions for attorneys’ fees following a jury trial involving breach of contract, a contractual lien, misrepresentation, and Tennessee Consumer Protection Act claims. The court denies OJCommerce’s request for fees because no contractual, statutory, or recognized American Rule exception supports the award. The court grants HYC Logistics’s motion in part, finding that the contract’s costs-of-collection provision authorizes reasonable fees related to collecting amounts owed, while excluding fees for certain ancillary litigation and claims against Jacob Weiss.

CASE DETAILS

COURT	United States District Court for the Western District of Tennessee
WRITING FOR THE COURT	Thomas L. Parker
JURISDICTION	United States District Court for the Western District of Tennessee
DECIDED	December 8, 2025
DOCKET	2:23-cv-02050-TLP-tmp
DISPOSITION	other
PROCEDURAL POSTURE	Post-trial motions for attorneys’ fees and costs following a jury trial in a diversity breach-of-contract action.
STANDARD OF REVIEW	The court applied Tennessee law to determine entitlement to attorneys’ fees and exercised discretion to determine the reasonable amount of fees and costs under the contract, the Connors factors, and Tennessee Supreme Court Rule 8, RPC 1.5(a).
PRECEDENTIAL VALUE	unknown

TOPICS

- contracts
- commercial litigation
- breach of contract
- remedies
- damages

PRACTICE AREAS

contract law

commercial litigation

attorneys' fees

civil procedure

post-judgment interest

QUESTIONS PRESENTED

1. Whether OJCommerce was entitled to attorneys' fees under Tennessee law after prevailing on certain fraud-related claims but not on its contract claims.
2. Whether HYC's contract with OJCommerce expressly authorized attorneys' fees for costs incurred in collecting monies owed, including fees related to declaratory relief and defending related counterclaims.
3. Whether HYC could recover fees incurred in related litigation and in defending claims against its agents and related parties.
4. What amount of HYC's attorneys' fees and costs was reasonable under Tennessee law.
5. Whether HYC was entitled to post-judgment interest under federal law.

HOLDINGS

1. OJCommerce was not entitled to attorneys' fees because it did not identify a contractual or statutory fee provision or another recognized exception to Tennessee's American Rule, and its fraud-related claims did not establish such an entitlement under the circumstances.
2. The contract's provision for reasonable attorneys' fees and all costs of collection expressly authorized HYC to recover reasonable attorneys' fees incurred in collecting monies owed by OJCommerce.
3. HYC could recover attorneys' fees incurred defending counterclaims and claims against HYC's agents and related parties to the extent those efforts related to HYC's collection of monies owed under the contract.
4. HYC could not recover fees related to ancillary Florida litigation or its tort claims against Jacob Weiss, but it could recover fees related to collection-related counterclaims and defense of its agents and related parties.
5. HYC was entitled to \$450,000 in attorneys' fees and \$9,089.12 in costs, plus post-judgment interest.
6. HYC was entitled to post-judgment interest under 28 U.S.C. § 1961(a), accruing from entry of judgment until paid in full.

KEY QUOTATIONS

"The Court therefore DENIES OJC's Motion for Attorneys' Fees (ECF No. 349) and GRANTS IN PART HYC's Motion (ECF No. 351)."

"The Court ORDERS OJC to pay \$450,000.00 in attorneys' fees and \$9,089.12 in costs, plus post-judgment interest under 28 U.S.C. § 1961."

FACTUAL BACKGROUND

HYC provided logistics services to OJCommerce, which disputed and failed to timely pay certain invoices. HYC exercised a contractual lien over nine containers shipped to the Port of Los Angeles and brought claims seeking

to collect the unpaid amounts and obtain declaratory relief concerning the lien and sale of the container contents. The jury found that OJCommerce breached the contract and owed HYC damages, while also finding that HYC committed misrepresentation; the court later vacated the TCPA award.

PROCEDURAL HISTORY

HYC sued OJCommerce and Jacob Weiss concerning unpaid logistics charges, contractual lien rights, breach of contract, and related tort and consumer-protection claims. The jury found that OJCommerce breached its contract and that HYC properly exercised its contractual lien, while also finding against HYC on misrepresentation and Tennessee Consumer Protection Act claims. The court later vacated the TCPA award on renewed motions for judgment as a matter of law. OJCommerce and HYC then moved for attorneys' fees; the court denied OJCommerce's motion and granted HYC's motion in part.

DISPOSITION

other

CASES CITED

- SHH Holdings, LLC v. Allied World Specialty Insurance Co., 65 F.4th 830, 836-37 (6th Cir. 2023)
- Colley v. Colley, 715 S.W.3d 293, 302-03 (Tenn. 2025)
- Hometown Folks, LLC v. S & B Wilson, Inc., 643 F.3d 520, 533, 535 (6th Cir. 2011)
- Hensley v. Eckerhart, 461 U.S. 424, 437 (1983)
- Pullman Standard, Inc. v. Abex Corp., 693 S.W.2d 336, 338-39 (Tenn. 1985)
- House v. Estate of Edmondson, 245 S.W.3d 372, 377 (Tenn. 2008)
- In re Schmank, 535 B.R. 243, 267 (Bankr. E.D. Tenn. 2015)
- Ellis v. Duggan, 644 S.W.3d 85, 127-29 (Tenn. Ct. App. 2021)
- Francis v. Barnes, No. W2012-02316-COA-R3-CV, 2013 WL 5372851, at *11 (Tenn. Ct. App. Sept. 23, 2013)
- Lewis v. Lewis, No. E2014-00105-COA-R3-CV, 2015 WL 1894267, at *12, *14 (Tenn. Ct. App. Apr. 27, 2015)
- Martin v. Moore, 109 S.W.3d 305, 313 (Tenn. Ct. App. 2003)
- Individual Healthcare Specialists, Inc. v. BlueCross BlueShield of Tennessee, Inc., 566 S.W.3d 671, 705 (Tenn. 2019)
- Cracker Barrel Old Country Store, Inc. v. Epperson, 284 S.W.3d 303, 308-09 (Tenn. 2009)
- Eberbach v. Eberbach, 535 S.W.3d 467, 474, 478-79 (Tenn. 2017)
- New Covenant Baptist Church v. Sark, No. E2002-02693-COA-R3-CV, 2003 WL 21544248, at *1 (Tenn. Ct. App. July 8, 2003)
- Clark v. Rhea, No. M2002-02717-COA-R3-CV, 2004 WL 63476, at *3 (Tenn. Ct. App. Jan. 13, 2004)
- Brunsting v. Brown, No. M2000-00888-COA-R3-CV, 2001 WL 1168186, at *7 (Tenn. Ct. App. Oct. 4, 2001)

- Charles v. McCrary, No. E2023-00608-COA-R3-CV, 2024 WL 3518597, at *5-06 (Tenn. Ct. App. July 24, 2024)
- Old Hickory Coaches, LLC v. Star Coach Rentals, Inc., 652 S.W.3d 802, 819 (Tenn. Ct. App. 2021)
- Connors v. Connors, 594 S.W.2d 672, 676 (Tenn. 1980)
- Wright v. Wright, 337 S.W.3d 166, 176-80 (Tenn. 2011)
- United Medical Corp. of Tennessee v. Hohenwald Bank & Trust Co., 703 S.W.2d 133, 137 (Tenn. 1986)
- Touchmark National Bank v. Moore, No. 19-2354, 2021 WL 2673703, at *3 (W.D. Tenn. June 10, 2021), report and recommendation adopted sub nom. Touchmark National Bank v. Escue, 2021 WL 2667516 (W.D. Tenn. June 29, 2021)
- Common Cause v. Jones, 235 F. Supp. 1076, 1081 (C.D. Cal. 2002)
- Krueger v. Experian Information Solutions, Inc., No. 19-10581, 2024 WL 497105, at *4 (E.D. Mich. Feb. 8, 2024)
- Keith v. Howerton, 165 S.W.3d 248, 252-53 (Tenn. Ct. App. 2004)
- Ferguson Harbour Inc. v. Flash Market, Inc., 124 S.W.3d 541, 552-53 (Tenn. Ct. App. 2003)
- Raines Bros., Inc. v. Chitwood, No. E2015-01430-COA-R3-CV, 2016 WL 3090902, at *7 (Tenn. Ct. App. May 24, 2016)
- Hosier v. Crye-Leike Commercial, Inc., No. M2000-01182-COA-R3-CV, 2001 WL 799740, at *1, *9 (Tenn. Ct. App. July 17, 2001)
- Barton v. Barton, 696 S.W.3d 571, 594 (Tenn. Ct. App. 2024)
- Benoist v. Titan Medical Manufacturing, LLC, No. 19-2704, 2021 WL 4477084 (W.D. Tenn. Sept. 29, 2021)
- Pepper & Bros. P.L.L.C. v. Jones, No. M2013-01668-COA-R3CV, 2014 WL 1370356, at *3 (Tenn. Ct. App. Apr. 4, 2014)
- Premium Freight Management, LLC v. PM Engineered Solutions, Inc., 906 F.3d 403, 410 (6th Cir. 2018)
- Caffey v. Unum Life Insurance Co., 302 F.3d 576, 587 (6th Cir. 2002)