

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
TENNESSEE, EASTERN DIVISION

West Tennessee Air Service, LLC v. WTAS LLC, Kyle E. Rich, and
Melody L. Rich; WTAS LLC, Kyle E. Rich, and Melody L. Rich v.
Monte Warne; Marianna Williams, individually; and Ashley &
Arnold, a partnership

No. 1:23-cv-1132-STA-jay (W.D. Tenn. Mar. 6, 2026) · No. No. 1:23-cv-1132-STA-jay · Decided March 6, 2026

SUMMARY

The United States District Court for the Western District of Tennessee denies competing motions for partial summary judgment in litigation arising from the purchase of a crop-dusting business. The court concludes that disputed factual issues remain concerning alleged fraudulent misrepresentations and concealment, the parties’ business relationships, causation, breach of contract, tortious interference, and Tennessee Consumer Protection Act claims. The order applies Tennessee law and leaves the claims for further proceedings.

CASE DETAILS

COURT	United States District Court for the Western District of Tennessee, Eastern Division
WRITING FOR THE COURT	S. Thomas Anderson
JURISDICTION	United States District Court for the Western District of Tennessee, Eastern Division
DECIDED	March 6, 2026
DOCKET	No. 1:23-cv-1132-STA-jay
DISPOSITION	other
PROCEDURAL POSTURE	Cross-motions for partial summary judgment in a removed diversity action involving breach of contract, fraud and misrepresentation, tortious interference, and Tennessee Consumer Protection Act claims.
STANDARD OF REVIEW	Summary judgment is proper when the record shows no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in favor of the nonmovant, may not make credibility

	determinations or weigh evidence, and must determine whether a reasonable jury could return a verdict for the nonmoving party.
PRECEDENTIAL VALUE	unpublished district court order; precedential status not designated in the opinion
PARTIES	WTAS LLC, Kyle E. Rich, Melody L. Rich v. West Tennessee Air Service, LLC, Monte Warne

TOPICS

summary judgment civil procedure breach of contract fraud consumer protection

PRACTICE AREAS

civil procedure commercial litigation contracts torts consumer protection

QUESTIONS PRESENTED

1. Whether either side was entitled to partial summary judgment on the fraud, fraudulent inducement, intentional misrepresentation, and fraudulent concealment claims.
2. Whether either side was entitled to partial summary judgment on the negligent misrepresentation and concealment claims.
3. Whether the record established a breach of the Asset Purchase Agreement or Consulting Agreement as a matter of law, or established defenses to West Tennessee Air's breach-of-contract claim.
4. Whether West Tennessee Air and Warne were entitled to summary judgment on the tortious-interference claim for lack of improper motive or means or causation.
5. Whether either side was entitled to summary judgment on the Tennessee Consumer Protection Act claim.

HOLDINGS

1. Summary judgment is improper where disputed evidence could permit a reasonable jury to decide material elements of the claims or defenses for either party.
2. Neither side was entitled to summary judgment on the fraud-related claims because material factual disputes existed concerning the alleged misrepresentations or concealments, reliance, reasonableness of reliance, causation, and damages.
3. Neither side was entitled to summary judgment on negligent misrepresentation and concealment because the record supported competing findings regarding the falsity of the information, the reasonableness of Warne's conduct in communicating it, justifiable reliance, and causation.
4. Summary judgment was improper on the competing breach-of-contract claims because material factual disputes existed concerning Warne's contractual duties, the alleged exclusive Nutrien arrangement, the noncompetition and nonsolicitation provisions, causation, damages, and whether WTAS had grounds to stop making installment payments.

5. West Tennessee Air and Warne were not entitled to summary judgment on tortious interference because the evidence could support findings of improper motive or improper means and causation.
6. Neither side was entitled to summary judgment on the Tennessee Consumer Protection Act claim because factual disputes existed concerning whether Warne's statements or omissions were deceptive, whether they were likely to cause confusion or misunderstanding, and whether they caused ascertainable loss.

KEY QUOTATIONS

“Summary judgment is proper “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.”” (Standard of Review)

“This case is replete with disputed issues of material fact on all claims brought by the parties. Accordingly, the cross-motions for partial summary judgment must be DENIED.” (Conclusion)

“The meaning of the contractual language before the Court is not “clear and unambiguous,” and “the literal meaning of the language” cannot be ascertained by the Court, nor can the Court determine the parties’ intent.” (Count Three)

FACTUAL BACKGROUND

WTAS LLC, owned by Kyle and Melody Rich, purchased West Tennessee Air's crop-dusting business assets from West Tennessee Air and Monte Warne for \$1.8 million, including \$900,000 allocated to customers and goodwill. The parties disputed whether Warne misrepresented the existence of an exclusive Nutrien on-call arrangement, the nature of payments to a Nutrien manager's wife, and the extent of West Tennessee Air's customer base and goodwill. After the transaction, Nutrien-related business declined, the parties disputed the causes of that decline and the parties' contractual performance, and Warne later performed crop-dusting work for entities receiving Nutrien business. WTAS also stopped making payments under the installment promissory note.

PROCEDURAL HISTORY

West Tennessee Air Service filed a breach-of-contract action in Tennessee state court concerning the sale of its crop-dusting business assets. Defendants removed the action to federal court and later filed third-party claims against Monte Warne and, by amendment, Marianna Williams and Ashley & Arnold. The court dismissed the claims against Williams as trustee, and the parties then filed competing motions for partial summary judgment. The court denied all motions because material factual disputes remained on the claims and defenses.

DISPOSITION

other

CASES CITED

- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Laster v. City of Kalamazoo, 746 F.3d 714, 726 (6th Cir. 2014)

- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Eastham v. Chesapeake Appalachia, L.L.C., 754 F.3d 356, 360 (6th Cir. 2014)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48, 251-52 (1986)
- Baynes v. Cleland, 799 F.3d 600, 607 (6th Cir. 2015)
- Hodge v. Craig, 382 S.W.3d 325, 342-43 (Tenn. 2012)
- Walker v. Sunrise Pontiac-GMC Truck, Inc., 249 S.W.3d 301, 311 (Tenn. 2008)
- Brown v. Birman Managed Care, Inc., 42 S.W.3d 62, 66-67 (Tenn. 2001)
- Bridgestone America's Inc. v. International Business Machines Corp., 172 F. Supp. 3d 1007, 1013 (M.D. Tenn. 2016)
- Holliday v. Patton, 2014 WL 1281558, at *4 (Tenn. Ct. App. Mar. 31, 2014)
- Davis v. McGuigan, 325 S.W.3d 149, 158 (Tenn. 2010)
- Dixon v. Chrisco, 2018 WL 4275535, at *4 (Tenn. Ct. App. Sept. 7, 2018)
- Cherry v. Williams, 36 S.W.3d 78, 85 (Tenn. Ct. App. 2000)
- Shadrick v. Coker, 963 S.W.2d 726, 735 (Tenn. 1998)
- Morrison v. Allen, 338 S.W.3d 417, 438 (Tenn. 2011)
- BiotronX, LLC v. Tech One Biomedical, LLC, 465 F. Supp. 3d 797, 809-10 (M.D. Tenn. 2020)
- Haynes v. Hamilton County, 883 S.W.2d 606, 612 (Tenn. 1994)
- Ingram v. Cendant Mobility Fin. Corp., 215 S.W.3d 367, 374 (Tenn. Ct. App. 2006)
- Fed. Ins. Co. v. Winters, 354 S.W.3d 287, 291 (Tenn. 2011)
- Planters Gin Co. v. Fed. Compress & Warehouse Co., Inc., 78 S.W.3d 885, 889-90 (Tenn. 2002)
- Empress Health & Beauty Spa, Inc. v. Turner, 503 S.W.2d 188, 190 (Tenn. 1973)
- Guiliano v. Cleo, Inc., 995 S.W.2d 88, 95 (Tenn. 1999)
- Doe v. HCA Health Servs. of Tenn., Inc., 46 S.W.3d 191, 196 (Tenn. 2001)
- Allstate v. Watson, 195 S.W.3d 609, 611 (Tenn. 2006)
- Nelson v. Wal-Mart Stores, 8 S.W.3d 625, 628 (Tenn. 1999)
- Adkins v. Bluegrass Ests., Inc., 360 S.W.3d 404, 411 (Tenn. Ct. App. 2011)
- Healthmart USA, LLC v. Directory Assistants, Inc., 2011 WL 1314662, at *3 (Tenn. Ct. App. Apr. 6, 2011)
- Tata v. Nichols, 848 S.W.2d 649, 650 (Tenn. 1993)
- Moss v. Golden Rule Life Ins. Co., 724 S.W.2d 367, 368 (Tenn. Ct. App. 1986)
- NSA DBA Benefit Plan, Inc. v. Connecticut Gen. Life Ins. Co., 968 S.W.2d 791, 795 (Tenn. Ct. App. 1997)
- Hillis v. Powers, 875 S.W.2d 273, 276 (Tenn. Ct. App. 1993)
- Smith v. Seaboard Coast Line R.R. Co., 639 F.2d 1235, 1239 (5th Cir. 1981)
- Trau-Med of America, Inc. v. Allstate Ins. Co., 71 S.W.3d 691, 701 (Tenn. 2002)
- Kolstad v. LeeHar Distributors, LLC, 2018 WL 6832086, at *6 (M.D. Tenn. Dec. 28, 2018)
- Watson's Carpet & Floor Coverings, Inc. v. McCormick, 247 S.W.3d 169, 174-77, 184-86 (Tenn. Ct. App. 2007)
- Tennison Bros. v. Thomas, 2014 WL 3845122, at *11 (Tenn. Ct. App. Aug. 6, 2014)

- ChampionX, LLC v. Resonance Systems, Inc., 726 F. Supp. 3d 786, 837 (E.D. Tenn. 2024)
- Asurion, LLC v. SquareTrade, Inc., 407 F. Supp. 3d 744, 751 (M.D. Tenn. 2019)
- Ganzevoort v. Russell, 949 S.W.2d 293, 299 (Tenn. 1997)
- Cavette v. Mastercard Int'l, Inc., 282 F. Supp. 2d 813, 818-19 (W.D. Tenn. 2003)
- Masters Ent. Grp., Inc. v. Aurich, 2020 WL 13617690, at *4 (M.D. Tenn. Aug. 25, 2020)
- ATS Southeast, Inc. v. Carrier Corp., 18 S.W.3d 626, 630 (Tenn. 2000)
- HYC Logistics Inc. v. OJCommerce, LLC, 2025 WL 1787437, at *6 (W.D. Tenn. June 26, 2025)

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