

NO. 12-25-00102-CV
IN THE COURT OF APPEALS
TWELFTH COURT OF APPEALS DISTRICT
TYLER, TEXAS

***SAILUN GROUP CO., LTD.,
APPELLANT***

§ *APPEAL FROM THE 241ST*

V.

***JESSICA SPRADLEY, STEPHEN
SPRADLEY, SHERRI REED,
MARIANNE KENNA, GLENDA
BUELL, KYLE FRASIER, DAN
OLIVER, JENNILEE BELL, AND
JACKSON BELL, INDIVIDUALLY
AND AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF JENNIE FRASIER,
APPELLEES***

§ *JUDICIAL DISTRICT COURT*

§ *SMITH COUNTY, TEXAS*

OPINION

Sailun Group Co., Ltd. appeals the trial court’s order denying its special appearance in a personal injury lawsuit filed by Jessica Spradley, Stephen Spradley, Sherri Reed, Marianne Kenna, Glenda Buell, Kyle Frasier, Dan Oliver, Jennilee Bell, and Jackson Bell, individually and as personal representative of the estate of Jennie Fraser (collectively Appellees). In four issues, Sailun argues that (1) the trial court cannot exercise general jurisdiction, (2) Sailun did not purposefully avail itself of the privilege of doing business in Texas, (3) Appellees did not demonstrate the additional factor required for the trial court to exercise specific jurisdiction under the “stream of commerce plus” theory, and (4) Appellees’ claims do not arise out of or relate to contacts Sailun initiated with Texas. We affirm.

BACKGROUND

On July 9, 2023, Texas residents Jessica Spradley, Sherri Reed, Marianne McKenna, Glenda Buell, Carla Grant, and Jennie Frasier were traveling in a van on a Texas highway when the tread of the left rear tire separated. The tire was a Terramax HLT manufactured by Sailun, a Chinese company. The driver lost control of the van and it rolled over, resulting in Frasier's death and severe injuries to the other passengers.

On February 2, 2024, Appellees sued (1) Sailun; (2) Sailun Tire Americas (STA), a Canadian company that markets Sailun's tires and is a wholly owned subsidiary of Sailun; (3) TBC Corporation (TBC), a Florida company that distributed and sold the tire pursuant to an agreement with STA; (4) TBC Brands, LLC (TBC Brands), which imports and distributes tires; and (5) the driver of the van.¹ Appellees asserted causes of action for "strict products liability (including design defect, manufacturing defect, and marketing defect)," breach of warranty, negligence, gross negligence, wrongful death, and survival. According to Appellees, Sailun does business in all fifty states of the United States of America and is subject to personal jurisdiction in Texas pursuant to the Texas long-arm statute. Appellees pleaded that Sailun is subject to personal jurisdiction in Texas because it (1) is "engaged in the business of designing, manufacturing, assembling, testing, marketing, distributing, and selling tires for passenger and commercial vehicles in the United States and Texas[,]" (2) "specifically targets Texas through various ad campaigns and marketing efforts to develop Texas as a market for its tires, including the Sailun Terramax HLT tire line[,]" and (3) "distributes or sells its tires in Texas through tire distributors and tire dealers." Appellees further asserted that Sailun placed the subject tire into the stream of commerce via its distribution network with the intent that the tire would be sold and used in Texas, and "[a]s a result of being sold in Texas, the subject tire was used and catastrophically failed in Texas, which caused the occurrence, injuries, and death in question and . . . [the] resulting damages."² Appellees pleaded that Sailun (1) marketed and sold tires in Texas through its network of distributors and dealers and (2) purposefully availed itself of the rights and privileges of conducting business in Texas.

¹ Grant subsequently joined the litigation by filing a petition in intervention.

² Appellees pleaded that the driver of the van resides in Smith County, Texas, and the owner of the van purchased the tire from a dealer located in Smith County, Texas.

Sailun filed a special appearance, arguing that its principal place of business is in Qingdao, China, and a Texas court cannot exercise general or specific personal jurisdiction over it because it is not “at home” in Texas and it lacks minimum contacts with Texas. Sailun pleaded that it (1) has no offices in Texas, (2) does not own real or personal property in Texas, (3) has no bank accounts in Texas, (4) does not employ anyone in Texas, (5) has no subsidiaries in Texas, (6) has no facilities in Texas, (7) does not “directly” advertise or market products in Texas, and (8) never directly sold the “subject tire to an individual consumer in Texas through its website or through any other means.” Sailun asserted that it is a manufacturer and does not distribute, market, or sell products, but instead sells its products to importers and third-party distributors, such as TBC, which accept possession of the products directly from Sailun in China and have “sole discretion as to where the units will be shipped from there.” Additionally, Sailun argued that it does not (1) direct that tires be shipped to particular locations, (2) send representatives to Texas to repair or service its tires or to meet with retailers who sell its tires, (3) enter into or perform contracts in Texas, (4) recruit Texas residents for employment, (5) employ Texas residents, or (6) otherwise conduct business in Texas. Sailun contended that because its products only reach Texas through its third party importers and distributors who have sole discretion regarding where to sell the products to consumers, Appellees cannot satisfy the requirements of the Texas long-arm statute. Sailun further pleaded that it did not commit a tort in Texas.

Sailun contended that Appellees cannot establish specific jurisdiction over it because they cannot demonstrate that it has minimum contacts with Texas, purposefully “directed its activities at [Appellees],” or that “the litigation is related to those specific activities.” According to Sailun, it merely placed the goods into the stream of commerce, and Appellees lack evidence that it did anything more, such as advertising, marketing, providing advice, or “anything else specifically targeted to Texas.” Furthermore, Sailun asserted that no nexus exists between Appellees’ causes of action and any Texas contacts by Sailun and that the trial court’s exercise of personal jurisdiction over it would offend traditional notions of fair play and substantial justice. Lastly, Sailun contended that it is not “at home” in Texas and lacks sufficient contacts with Texas to support the exercise of general jurisdiction over it.

In response, Appellees argued that the trial court could properly exercise specific jurisdiction over Sailun because Sailun (1) “intended and knew that its tires were being sold in Texas,” (2) marketed its tires through a distributor who agreed to serve as its sales agent in Texas,

and (3) “created and employed a distribution system that brought its tires into Texas.” Appellees asserted that the subject tire arrived in the United States “due to an exclusive distribution scheme with affiliated companies.” According to Appellees, Sailun markets and sells tires in the United States through its wholly owned subsidiary, STA, and STA entered into a distribution agreement with TBC to import and distribute Sailun tires in the United States. Appellees pointed out that (1) STA owns the domain (GoSailun.com) referenced in their response to Sailun’s special appearance and (2) TBC uses said website to market Sailun-branded tires.

In the trial court, Sailun characterized Appellees’ argument as asserting that a Texas court “can exercise specific jurisdiction because Sailun Group was simply aware” that some of the tires it manufactures “may be sold in Texas because the tires are sold in the United States.” According to Sailun, Appellees incorrectly impute the actions of STA, TBC, and TBC Brands to Sailun “to impose jurisdiction over” Sailun. Sailun emphasized that (1) TBC does not exclusively sell Sailun tires, (2) Sailun does not control TBC’s marketing and use of the website, and (3) and Sailun “is not at all involved with the website, which is further not directed to customers in any specific state including Texas.” Sailun also maintained that designing a product to meet general U.S. specifications does not establish that it “knew and intended Sailun tires to be sold in Texas.” Moreover, Sailun argued that STA’s contacts with Texas cannot be imputed to it because Appellees failed to plead and prove that STA is Sailun’s alter ego.

The Evidence

With its special appearance, Sailun provided (1) a copy of Appellees’ petition and (2) the declaration of its business development manager, Tom Lin, in which Lin averred as follows, in pertinent part:

Sailun Group is a Chinese corporation with a principal place of business in Qingdao, China. Sailun Group is not a distributor of the subject tire, but a manufacturer of the product. It does not have any offices in Texas, it does not own any real or personal property in Texas, it does not have any bank accounts in Texas, it does not employ anyone in Texas, it does not have any subsidiaries in Texas, it does not have any facilities in Texas, and it does not directly market the subject tire or otherwise advertise for this product in the State of Texas. Sailun Group has never made a direct sale of the subject tire to an individual consumer in Texas through its website or through any other means.

With its reply brief in support of its special appearance, Sailun provided a copy of TBC’s answers to two interrogatories, in which TBC stated that, with respect to the subject tire, (1) either TBC or STA was the importer of record, but TBC was “more likely” the importer of record, and (2) STA

was responsible for adhering to the requirements of the Motor Vehicle Safety Act, the Accountability, and Documentation (TREAD) Act, and regulations promulgated by the National Highway Safety and Traffic Administration (NHTSA).

Appellees provided the following evidence with their response to Sailun's special appearance: (1) Sailun's responses to Appellees' first set of jurisdictional interrogatories; (2) STA's responses to Appellees' first set of jurisdictional interrogatories; (3) a copy of the buyer-seller agreement between STA and TBC; (4) an internal STA document regarding STA's status as importer of record; (5) Sailun's responses to Appellees' third set of jurisdictional interrogatories; (6) a "Trail Recommendations" page from the website GoSailun.com; (7) the "Dealer Map" from GoSailun.com; (8) TBC's answers to Appellees' first set of jurisdictional interrogatories; (9) a copy of a page from moderntiredealer.com regarding a Texas ride-and-drive event at which STA featured one of Sailun's tires; (10) a page from STA's website, sailuntireamericas.com; (11) a page from tirereview.com; (12) Sailun's responses to Appellees' first request for admissions; (13) Sailun's responses to Appellees' third request for admissions; and (14) Sailun's response to Appellees' third jurisdictional requests for production.

Sailun's answers to interrogatories, responses to requests for production, and responses to requests for admissions stated that:

- Sailun "does not have a direct relationship with TBC Corporation except to the extent that [Sailun] supplies Sailun tires to TBC Corporation for importation into the United States pursuant to a distribution agreement between [STA] and TBC Corporation." In other words, Sailun sometimes supplies tires directly to TBC Corporation.
- STA is a wholly owned subsidiary of Sailun and "conducts North American sales and marketing of Sailun tires."³
- With the exception of its relationship with or to STA, Sailun has no other contracts, agreements, or relationships regarding the importation, distribution, promotion, or sale of its tires in the United States.
- Pursuant to TBC's distribution agreement with STA, TBC imports, distributes, promotes, or sells Sailun's tires in the United States.

³ The record does not reflect (1) when STA became a wholly owned subsidiary of Sailun, (2) how Sailun created or acquired STA, or (3) the purpose(s) for which Sailun created or acquired STA.

- Sailun exported 16,371,176 of its tires into the United States “from 2015 through October 2024.”
- The subject tire was manufactured in Vietnam during the twenty-ninth week of 2019.
- After manufacturing the subject tire in Vietnam, Sailun sold the tire to Sailun Hongkong, which sold it to STA, and STA then sold the tire to TBC pursuant to the distribution agreement.
- Sailun produced spreadsheets from Tiremetrix and TBC.⁴ Tiremetrix’s spreadsheet identified fourteen Sailun Terramax HLT tires that were manufactured at Sailun’s Vietnam factory and registered by purchasers who are Texas residents, and TBC’s spreadsheet identified seventeen Sailun Terramax HLT tires that were manufactured at Sailun’s Vietnam factory and registered by purchasers who are Texas residents.
- In a convoluted and marginally responsive answer to one of Appellees’ interrogatories, Sailun acknowledged that its tires have been featured at trade shows or conventions in Texas.⁵
- Sailun is unaware of any “Sailun ride-and-drive events” conducted in Texas during the last ten years, and Sailun “would not have conducted them.”
- Sailun obtains adjustment data and warranty information from STA that “may include data and information from returns or failures in Texas, but [Sailun] has no information specific to Texas.”
- Sailun reviews adjustment data from “tires adjusted from returns in the United States” but “cannot determine if any such tire was adjusted from a return that occurred in Texas.”
- Sailun cannot determine whether tires from which it reviews adjustment data were originally sold in Texas.
- Sailun knew TBC Corporation imported the subject tire into the United States for distribution.
- Sailun knew TBC offered a limited warranty “as to the subject model tire.”

⁴ Tiremetrix is a third party that STA uses to create a database of gathered tire registrations.

⁵ We refer to Sailun’s answer to interrogatory number nine of Appellees’ first set of jurisdictional interrogatories, in which Sailun stated that it “may be aware that trade shows or conventions in which Sailun tires were featured may have taken place” in Texas.

- Sailun molded a United States Department of Transportation tire identification number into the subject tire.
- Sailun and/or its designee provided registration forms to distributors and/or dealers of Sailun tires in Texas.
- Sailun's designee, STA, "generally has received tire registration information from Texas," including registration information for Sailun Terramax HLT tires.
- As Sailun's designee, STA is assigned to collect and maintain tire registration forms as required by United States federal regulations, but either TBC or TBC Brands gathers tire registrations on STA's behalf.
- Sailun's designee "generally maintains tire registration for Sailun Terramax HLT tires registered in Texas[.]"
- STA uses a third party called Tiremetrix "for the purpose of creating a database from gathered tire registrations."
- Texas tire dealerships returned paper tire registrations to Sailun and/or its designee.
- Texas tire dealerships electronically transmitted tire registrations to Sailun and/or its designee.
- Sailun appointed an agent for service of process in the United States.

STA stated as follows in its answers to Appellees' jurisdictional interrogatories:

- STA is a wholly owned subsidiary of Sailun and conducts North American sales and marketing.
- STA has a distribution agreement with TBC to import and distribute Sailun tires in the United States, but STA has no direct relationship with TBC Brands.
- Sailun manufactured the subject tire and delivered it to either STA or TBC for importation into the United States, and upon reaching the United States, TBC "would have distributed it within the United States to either TBC Brands, LLC or directly to a third-party United States dealer."
- STA "does not know the exact chain of custody for a Sailun tire, particularly after delivery to either [STA] or TBC Corporation overseas other than generally speaking TBC Corporation is responsible for distribution in the United States."
- STA does not conduct operations that are specific to Texas.

- STA “owns the domain for the website on which TBC Corporation markets Sailun tires in the United States.”
- STA is unaware of specific communications to Sailun or its subsidiaries in the last ten years regarding the distribution, sale, or promotion of Sailun tires in Texas.
- In response to interrogatories asking whether STA has employees whose job duties are specific to the Texas tire market and whether STA has a regional sales manager for Texas, STA stated that it has a United States regional sales manager whose region includes Texas.”⁶

In its answers to Appellees’ jurisdictional interrogatories, TBC stated the following:

- TBC “does not have a relationship with Sailun Group outside of its distribution agreement with [STA].”
- TBC knows that Sailun manufactured tires that were part of the “subject product line” in 2019 and delivered them to STA for importation into the United States.
- TBC purchased Sailun tires and “through [STA], the subject tire [was] imported into the United States, and upon importation, it “would either be delivered directly to one of TBC Brands, LLC’s third-party United States dealers or directly to TBC Brands, LLC[,] which . . . would then sell the tire to National Tire Wholesale[,] which would then sell the subject tire to a third-party dealer.”
- TBC markets Sailun tires via a website owned by STA but “does not offer any operations related to the importation, distribution, promotion, or sale of Sailun tires that are specific to Texas[.]”
- Adjustment data that TBC provides to STA may provide information regarding the location of tires distributed or sold in the United States via warranty dealer claims.
- TBC has no employees whose job duties are specific to the Texas tire market.
- TBC does not have a regional sales manager for Texas.

⁶ The record does not reflect the location or size of the region for which the sales manager is responsible.

Pursuant to the buyer-seller agreement between TBC and STA,⁷ TBC agreed to purchase “tires and related products” from STA. The agreement provided as follows, in pertinent part:

- STA would be the importer of record for shipments covered under the agreement and destined for the United States, Canada, and Mexico.
- STA assumed, on behalf of itself and/or TBC, all responsibilities set forth in the United States Motor Vehicle Safety Act, the TREAD Act, and regulations promulgated by the NHTSA that are applicable to the products imported into the United States under the agreement, including responsibilities and requirements related to “reporting, record retention, advisories, notices, bulletins, claims, process, warnings, and a mandatory or voluntary recall.”
- STA would “extend and pass through to [TBC] any and all manufacturer’s warranties and any and all indemnities that are extended by the manufacturer to [STA] and/or to purchasers and consumers” of the products and allow TBC “to extend such warranties and indemnities to its customers and end-user purchasers” of the products.
- STA would assist TBC and the manufacturer “with respect to honoring such warranties and indemnities.”
- STA would indemnify and defend TBC for any liabilities, claims, demands, losses, expenses, damages, or judgments arising from the products if the manufacturer “is unable or refuses” to do so.
- STA would “use its commercially reasonable efforts to require that the [p]roducts manufacturer’s factory has an adequate in-house surveillance test program” to ensure that the products meet or exceed the Department of Transportation’s bias and radial regulations.
- To the extent STA allows the manufacturer to use or incorporate TBC’s intellectual property rights in the products, STA “has obligated the manufacturer to limit the use of” TBC’s intellectual property rights “to only that necessary to further the limited objectives” of the agreement.
- The parties agreed that the agreement would be “governed by and construed in accordance with the laws of the State of New York, United States of America[.]”

The agreement does not mention Texas.

⁷ When the agreement was executed in 2012, STA was known as Dynamic Tire Corporation.

Appellees also provided copies of pages from GoSailun.com, sailuntireamericas.com, moderntiredealer.com, and tirereview.com. The pages from GoSailun.com, on which TBC markets Sailun tires, included (1) a “Trail Recommendations” page, which recommends particular models of Sailun tires for summer road trips to various destinations in the United States, including the Bluebonnet Trail in Texas, and (2) a “Dealer Map” page, which allows users of the site to locate dealers that sell Sailun tires and shows that over 150 dealers in Texas sell Sailun tires. An additional screenshot from GoSailun.com, which Appellees included in the body of their response to Sailun Group’s special appearance, shows that ten dealers in Smith County, Texas, sell Sailun tires. The information at the bottom of the page from GoSailun.com indicates that the page is copyrighted by TBC Corporation.

The page from STA’s website, sailuntireamericas.com, states as follows: “As a leading global tire manufacturer with a strong reputation for delivering top products in over 180+ countries worldwide, Sailun Tire Americas (STA) includes a wide range of value-based tire brands in passenger, commercial[,] and fleet vehicle applications – all of which are developed for the North American market.” Said page also states that “STA is quickly becoming a recognized leader in both tire manufacturing and rubber technology[.]” The page from moderntiredealer.com, entitled “Photos: Sailun’s RoadX RXQuest R/T Shines at Texas Ride-and-Drive Event” in Horseshoe Bay, Texas, includes a photograph and states that STA “recently highlighted” its RoadX RX Quest R/T light truck tire at a ride-and-drive event in Texas. The page is dated August 28, 2024, but it does not specify the date on which the ride-and-drive event in Texas occurred. The page from tirereview.com contains an article entitled “Sailun Tire’s VP of Product Development Talks New TerraMax RT tire,” which featured an interview with Wayne Cuculuzzi, the vice president of product development at “Sailun Tire.” In the article, Cuculuzzi stated:

[t]he factory has simulation software where they can tweak the tread design. On our side of the pond, we get the tread design as close to done as we can, then the factory takes it and they do the noise simulation and reshape some parts of the lugs to make it technically sound and manufacture-ready.

When asked how the company receives feedback from customers to improve its offerings, Cuculuzzi responded as follows:

We get feedback through a few avenues. Ride-and-drives are great, but they are fairly rare and expensive[,] so mainly we lean on our sales team and their contact with installers. We don’t get this

feedback in a passive way, waiting to hear something. We actively reach out for feedback on all launches to ensure feedback aligns with our testing and expectations.

Additionally, when asked about the distribution plan for the tire, Cuculuzzi stated that “TBC has an extensive distribution network” for the United States. Lastly, the internal STA document stated that on October 1, 2020, STA became importer of record “on all PCR (passenger) tire shipments” into the United States.

Trial Court’s Disposition

On April 11, 2025, the trial court signed an order denying Sailun’s special appearance. This interlocutory appeal followed.⁸

SPECIAL APPEARANCE

In issues two, three, and four, Sailun argues that the trial court erred by denying its special appearance because (1) it did not purposefully avail itself of the privilege of doing business in Texas; (2) Appellees did not demonstrate the required additional conduct for exercising personal jurisdiction under the “stream of commerce plus” theory; and (3) Appellees’ claims do not arise out of or relate to contacts Sailun initiated with Texas. According to Sailun, the evidence does not support specific jurisdiction. Because issues two, three, and four all pertain to specific jurisdiction, we will address them first.

Standard of Review

Whether a court may exercise personal jurisdiction over a nonresident defendant is a question of law that we review de novo. *LG Chem. Am., Inc. v. Morgan*, 670 S.W.3d 341, 346 (Tex. 2023); *State v. Volkswagen Aktiengesellschaft*, 669 S.W.3d 399, 413 (Tex. 2023); *Luciano v. SprayFoamPolymers.com, LLC*, 625 S.W.3d 1, 8 (Tex. 2021); *Am. Type Culture Collection, Inc. v. Coleman*, 83 S.W.3d 801, 805-06 (Tex. 2002). When, as here, a trial court does not issue findings of fact and conclusions of law, we presume that the trial court resolved all factual disputes in favor of its ruling. *Luciano*, 625 S.W.3d at 8; *Spir Star AG v. Kimich*, 310 S.W.3d 868, 871-72 (Tex. 2010); *Coleman*, 83 S.W.3d at 806; *BMC Software Belgium, N.V. v. Marchand*, 83 S.W.3d 789, 795 (Tex. 2002). We must affirm a trial court’s order denying a special appearance on any legal theory that is supported by the evidence. *Dukatt v. Dukatt*, 355 S.W.3d 231, 237

⁸ See TEX. CIV. PRAC. & REM. CODE ANN. § 51.014(a)(7) (West Supp. 2025) (authorizing interlocutory appeal of order that grants or denies defendant’s special appearance).

(Tex. App.—Dallas 2011, pet. denied); *LeBlanc v. Kyle*, 28 S.W.3d 99, 101-02 (Tex. App.—Texarkana 2000, pet. denied).

Applicable Law

A trial court determines a special appearance “on the basis of the pleadings, any stipulations made by and between the parties, such affidavits and attachments as may be filed by the parties, the results of discovery processes, and any oral testimony.” TEX. R. CIV. P. 120a(3). The plaintiff must first plead allegations that bring a nonresident defendant within the provisions of the Texas long-arm statute, and if the plaintiff satisfies this burden, the nonresident defendant then bears the burden of negating all of the bases for jurisdiction alleged by the plaintiff. *Kelly v. Gen. Interior Const., Inc.*, 301 S.W.3d 653, 658 (Tex. 2010); *Moki Mac River Expeditions v. Drugg*, 221 S.W.3d 569, 574 (Tex. 2007); *Marchand*, 83 S.W.3d at 793; *Curocom Energy LLC v. Young-Sub Shim*, 416 S.W.3d 893, 896 (Tex. App.—Houston [1st Dist.] 2013, no pet.). The plaintiff may satisfy its initial pleading requirement by alleging that the nonresident defendant is doing business in Texas or committed tortious acts in Texas. *Stewart Health Care Sys. LLC v. Saidara*, 633 S.W.3d 120, 126 (Tex. App.—Dallas 2021, no pet.). “Because the plaintiff defines the scope and nature of the lawsuit, the defendant’s corresponding burden to negate jurisdiction is tied to the allegations in the plaintiff’s pleading.” *Kelly*, 301 S.W.3d at 658 (footnote omitted).

A defendant can negate personal jurisdiction on a legal or factual basis. *Id.* at 659. To challenge the factual basis of jurisdiction, a defendant may present evidence of its lack of minimum contacts with Texas. *Hause v. LG Chem, Ltd.*, 658 S.W.3d 714, 719 (Tex. App.—El Paso 2022, pet. denied). Moreover, a defendant may challenge the legal basis for jurisdiction by demonstrating that even if the plaintiff’s factual allegations are true, the “evidence is legally insufficient to establish jurisdiction; the defendant’s contacts with Texas fall short of purposeful availment; for specific jurisdiction, that the claims do not arise from the contacts; or that traditional notions of fair play and substantial justice are offended by the exercise of jurisdiction.” *Id.* at 719-20 (quoting *Kelly*, 301 S.W.3d at 659).

Texas courts may assert personal jurisdiction over a nonresident defendant if (1) the Texas long-arm statute authorizes the exercise of jurisdiction and (2) the exercise of jurisdiction is consistent with federal and state due process guarantees. *Moki Mac*, 221 S.W.3d at 574. The Texas long-arm statute allows Texas courts to exercise personal jurisdiction “as far as the federal constitutional requirements of due process will permit.” *Marchand*, 83 S.W.3d at 795 (quoting

U-Anchor Adver., Inc. v. Burt, 553 S.W.2d 760, 762 (Tex. 1977)); see TEX. CIV. PRAC. & REM. CODE ANN. § 17.042 (West 2015) (long-arm statute providing that nonresident defendant does business in Texas if it contracts with Texas resident and either party is to perform contract in whole or in part in Texas; commits tort in whole or in part in Texas; or directly or indirectly recruits Texas residents for employment inside or outside Texas). The exercise of personal jurisdiction over a nonresident defendant comports with federal due process requirements if (1) the nonresident defendant has minimum contacts with the state and therefore could reasonably anticipate being sued there and (2) exercising jurisdiction does not offend traditional notions of fair play and substantial justice. *Cornerstone Healthcare Grp. Holding, Inc. v. Nautic Mgmt. VI, L.P.*, 493 S.W.3d 65, 70 (Tex. 2016); *Curocom Energy*, 416 S.W.3d at 896.

When a defendant has continuous and systematic contacts with the forum state such that it is essentially home there, general jurisdiction exists even if the plaintiff's cause of action did not arise from the defendant's activities in the forum state. *Volkswagen*, 669 S.W.3d at 412; *Spir Star*, 310 S.W.3d at 872. Specific jurisdiction arises when (1) the defendant purposefully avails itself of the privilege of conducting activities in Texas and (2) the plaintiffs' claims arise from or relate to those Texas contacts. *Hyundam Indus. Co., Ltd. v. Swacina*, 716 S.W.3d 167, 172 (Tex. 2025); *Volkswagen*, 669 S.W.3d at 412-13; *Spir Star*, 310 S.W.3d at 873; *Retamco Operating, Inc. v. Republic Drilling Co.*, 278 S.W.3d 333, 338 (Tex. 2009). In other words, a trial court may exercise specific jurisdiction when the defendant's forum contacts are isolated or sporadic, but the plaintiff's cause of action arises out of or relates to the defendant's contacts with the state. *Spir Star*, 310 S.W.3d at 873.

A defendant establishes minimum contacts with the forum state when it purposefully avails itself of the privilege of conducting activities within the forum state, thereby invoking the benefits and protections of its laws. *Moncrief Oil Int'l Inc. v. OAO Gazprom*, 414 S.W.3d 142, 150 (Tex. 2013). Purposeful availment is the touchstone of jurisdictional due process. *Volkswagen*, 669 S.W.3d at 413; *Spir Star*, 310 S.W.3d at 873; *Michiana Easy Livin' Country, Inc. v. Holten*, 168 S.W.3d 777, 784 (Tex. 2005). The purposeful availment analysis determines "whether a nonresident's conduct and connection to a forum are such that it could reasonably anticipate being haled into court there." *Volkswagen*, 669 S.W.3d at 413 (quoting *Moncrief Oil*, 414 S.W.3d at 152). In determining whether a defendant purposefully availed itself of the privilege of conducting business in the forum state, we are guided by three considerations: (1) only the defendant's contacts

with the forum are relevant, not the unilateral activity of another party or a third person; (2) the defendant's contacts must be purposeful rather than random, fortuitous, or attenuated; and (3) the defendant must seek some benefit, advantage, or profit by availing itself of the state's jurisdiction. *Hyundam*, 716 S.W.3d at 173; *Volkswagen*, 669 S.W.3d at 413-14; *Moki Mac*, 221 S.W.3d at 575; *Michiana*, 168 S.W.3d at 784. Purposeful availment of the forum state "may be either direct (through one's own offices and employees) or indirect (through affiliates or independent distributors)." *Spir Star*, 310 S.W.3d at 874; see *Luciano*, 625 S.W.3d at 9.

Purposeful availment and relatedness are "two co-equal components" of the specific-jurisdiction analysis. *Morgan*, 670 S.W.3d at 347 (quoting *Moki Mac*, 221 S.W.3d at 579). When analyzing whether specific jurisdiction exists, courts focus on the relationship among the defendant, the forum, and the litigation. *Moki Mac*, 221 S.W.3d at 575-76 (citing *Guardian Royal Exch. Assur., Ltd. v. English China Clays, P.L.C.*, 815 S.W.2d 223, 228 (Tex. 1991)). "[M]ere awareness, or 'foreseeability,' of a product's sale or distribution in Texas 'alone' cannot 'create minimum contacts' sufficient to 'support personal jurisdiction.'" *BRP-Rotax GMBH & Co. KG v. Shaik*, 716 S.W.3d 98, 105 (Tex. 2025) (quoting *CSR Ltd. v. Link*, 925 S.W.2d 591, 595-96 (Tex. 1996)); see *Luciano*, 625 S.W.3d at 9-10; *Spir Star*, 310 S.W.3d at 873. Rather, there must be a showing of some additional conduct by the defendant that indicates an intent to serve the market in the forum state. *Hyundam*, 716 S.W.3d at 173; *Spir Star*, 310 S.W.3d at 873. This requirement is known as the "stream-of-commerce-plus test." *BRP-Rotax*, 716 S.W.3d at 101, 104. Simply put, the defendant must target Texas. *Hyundam*, 716 S.W.3d at 173 (citing *Luciano*, 625 S.W.3d at 13); *BRP-Rotax*, 716 S.W.3d at 105. "To hold that a nonresident who has directed activity to every state is not amenable to jurisdiction in any state would unduly constrain the authority of state courts to hold nonresidents accountable for their in-state conduct and would convert the specific-personal-jurisdiction analysis into a wholly subjective inquiry into the defendants' state of mind." *Volkswagen*, 669 S.W.3d at 420.

Stream-Of-Commerce-Plus And Purposeful Availment

In issue two, Sailun contends it did not purposefully avail itself of the privilege of doing business in Texas, and in issue three, Sailun argues that Appellees failed to demonstrate the required "plus factor" under the stream-of-commerce-plus theory. Because issues two and three are interrelated, we will address them together.

For the trial court to properly exercise specific jurisdiction over Sailun, (1) Sailun must have established minimum contacts with Texas by purposefully availing itself of the privilege of conducting business here, and (2) Sailun’s alleged liability must arise from or be related to those contacts. See *Hyundam*, 716 S.W.3d at 173; *Morgan*, 670 S.W.3d at 347; *Volkswagen*, 669 S.W.3d at 412-13. Satisfying the stream-of-commerce-plus test is one way to establish purposeful availment. *BRP-Rotax*, 716 S.W.3d at 104 (noting that stream-of-commerce-plus test is “one particular way of establishing purposeful availment[.]”). We must determine whether Sailun purposefully availed itself of the privilege of conducting activities in Texas under the stream-of-commerce-plus test. See *id.* Our “analysis does not depend on ‘mechanical tests’ but on a qualitative assessment of any relevant conduct demonstrating purposeful availment.” *Volkswagen*, 669 S.W.3d at 416. As previously discussed, purposeful availment of the forum state “may be indirect, i.e., through affiliates or independent distributors.” *Spir Star*, 310 S.W.3d at 874; see *Luciano*, 625 S.W.3d at 9.

Pursuant to the stream-of-commerce-plus test, a nonresident defendant’s act of placing a product into the stream of commerce, standing alone, does not establish purposeful availment “unless there is ‘additional conduct’ evincing ‘an intent or purpose to serve the market in [Texas,]’” such as when the defendant creates, controls, or employs the distribution system that brought the product into Texas. *BRP-Rotax*, 716 S.W.3d at 105 (citing *Luciano*, 625 S.W.3d at 10) (emphasis in original); see also *Spir Star*, 310 S.W.3d at 873; *Michiana*, 168 S.W.3d at 785. The critical inquiry is whether a nonresident defendant established sufficient contacts with Texas—not whether those contacts materially differ from its contacts with other states. *Hyundam*, 716 S.W.3d at 175 (citing *Volkswagen*, 669 S.W.3d at 421).

The stream-of-commerce-plus test is satisfied when the defendant targets Texas, not when it merely foresees that its product will end up here. *BRP-Rotax*, 716 S.W.3d at 105. For Sailun to have purposefully availed itself of Texas pursuant to the stream-of-commerce-plus test, its jurisdictionally relevant activities must have been (1) its own choice and (2) not random, isolated, or fortuitous. See *id.* at 104. Texas law presumes that two separate corporations, such as Sailun and its subsidiary, STA, are distinct entities. See *Marchand*, 83 S.W.3d at 798-99. However, a corporation may nevertheless purposefully avail itself of the forum state indirectly by creating, controlling, or employing the distribution system that brought its product into Texas. See *BRP-Rotax*, 716 S.W.3d at 106; *Luciano*, 625 S.W.3d at 10; *Spir Star*, 310 S.W.3d at 874. “If a

nonresident targets Texas by deploying others to achieve the goal, the outcome for purposes of personal jurisdiction is no different than if the nonresident targeted Texas directly.” *BRP-Rotax*, 716 S.W.3d at 107. A truly interstate business, such as Sailun, may not shield itself from suit by a careful but formalistic structuring of its business dealings. *See id.* The term “formalistic” refers to circumstances in which a defendant is “targeting Texas yet hoping to obscure that effort[.]” *Id.*

Sailun argues that it did not purposefully avail itself of the privilege of doing business in Texas because a “third-party distributor” accepts possession of its products outside Texas and has sole discretion regarding where the products will be shipped. Sailun further asserts that it “was entirely disconnected from the activities of third-parties, STA and TBC, who imported [its] products into the United States[.]” points out that the activities of STA and TBC were aimed at the entire United States, and contends there is no evidence that Sailun targeted Texas. We disagree.

As discussed above, in determining whether Sailun purposefully availed itself of the privilege of conducting activities within Texas, thereby invoking the benefits and protections of its laws, we are guided by three considerations: (1) only Sailun’s contacts with the forum are relevant, not the unilateral activity of another party or a third person; (2) Sailun’s contacts must be purposeful rather than random, fortuitous, or attenuated; and (3) Sailun must seek some benefit, advantage, or profit by availing itself of the jurisdiction. *See Hyundam*, 716 S.W.3d at 173; *Volkswagen*, 669 S.W.3d at 413-14; *Moki Mac*, 221 S.W.3d at 575; *Michiana*, 168 S.W.3d at 785. Sailun maintains that because it is a separate corporation from STA and Appellees did not plead or prove that STA is Sailun’s alter ego, STA’s contacts cannot be imputed to Sailun and are therefore irrelevant. Appellees argue that the trial court properly exercised personal jurisdiction over Sailun because Sailun created and employed the distribution system that brought its tires into Texas. We conclude that because Appellees alleged that Sailun indirectly established contacts with Texas and likewise indirectly purposefully availed itself of the privilege of doing business in Texas, they were not required to plead or prove that STA is Sailun’s alter ego. *See Volkswagen*, 669 S.W.3d at 419; *Luciano*, 625 S.W.3d at 10-11; *Spir Star*, 310 S.W.3d at 874.

In the case at bar, Sailun’s wholly owned subsidiary, STA, is the importer of record on all shipments of Sailun passenger tires into the United States, and STA’s website identifies STA (rather than Sailun) as a “global tire manufacturer.” STA entered into a distribution agreement with TBC, and although Sailun is not a party to the agreement, Sailun sometimes provided tires directly to TBC. *See BRP-Rotax*, 716 S.W.3d at 106; *Luciano*, 625 S.W.3d at 10-11; *Spir Star*,

310 S.W.3d at 874. In addition, the distribution agreement between STA and TBC required STA to (1) extend to TBC all warranties offered by Sailun and allow TBC to extend said warranties to “customers and end-user purchasers[,]” (2) use its commercially reasonable efforts to require that Sailun’s factory had an adequate in-house surveillance program to ensure that Sailun’s tires meet or exceed federal bias and radial regulations, and (3) obligate Sailun to limit the use of TBC’s intellectual property. In short, these requirements presuppose Sailun’s involvement and cooperation, and the fact that Sailun sometimes ships tires directly to TBC both demonstrates such involvement and cooperation and shows that Sailun employs the distribution system that brought the subject tire into Texas. See **BRP-Rotax**, 716 S.W.3d at 106; **Luciano**, 625 S.W.3d at 10-11; **Spir Star**, 310 S.W.3d at 874; see generally **Semperit Technische Produkte Gessellschaft M.B.H. v. Hennessy**, 508 S.W.3d 569, 587 (Tex. App.—El Paso 2016, no pet.) (concluding that parent’s creation of subsidiary for purpose of marketing product in Texas constituted purposeful availment).

Sailun designated STA to collect and maintain federally-mandated tire registration forms on its behalf, and either TBC or TBC Brands gathered tire registrations on behalf of STA. Sailun “and/or” its designee, STA, received tire registration information from Texas and provided registration forms to distributors “and/or” dealers of Sailun tires, including the Terramax HLT, in Texas. Texas tire dealerships returned tire registrations to Sailun “and/or” STA, both on paper and electronically. As Sailun’s designee, STA employs Tiremetrix to create a database from gathered tire registrations. GoSailun.com, which STA owns and on which TBC markets Sailun products, includes a feature enabling the user to locate dealers of Sailun tires in Texas. See **Southwire Co., LLC v. Sparks**, No. 02-21-00126-CV, 2021 WL 5368692, at *14 (Tex. App.—Fort Worth Nov. 18, 2021, no pet.) (mem. op.) (noting that, for purpose of analyzing specific jurisdiction, website on which defendant advertised nationally is relevant because website identified Texas dealer of defendant’s products). Said website also recommended particular models of Sailun tires for summer road trips to various destinations in the United States, including the Bluebonnet Trail in Texas. We conclude that although the website is not dispositive, it is relevant to our jurisdictional analysis. See generally *id.* STA also conducted a ride-and-drive event in Horseshoe Bay, Texas,

and it employs a United States regional sales manager whose territory includes Texas.⁹ See generally *Spir Star*, 310 S.W.3d at 873; *Michiana*, 168 S.W.3d at 785.

Unlike the facts presented in *BRP-Rotax*, in which the Texas Supreme Court rejected the argument that BRP-Rotax (an Austrian manufacturer) purposefully availed itself of Texas by participating in a distribution scheme with an indisputably independent Bahamian company in which it held no ownership interest, the evidence in the instant case establishes that STA is a wholly owned subsidiary of Sailun and that Sailun created or employed the distribution system that brought its products to Texas. See *BRP-Rotax*, 716 S.W.3d at 106-07. The facts presented here are also unlike those presented in *Hyundam*, in which the Court rejected the argument that Hyundam’s designing of its product specifically for the North American market constituted purposeful availment of Texas because Texas is part of the large region that constitutes North America. *Hyundam*, 716 S.W.3d at 173-74.

In the instant case, Sailun’s wholly-owned subsidiary, STA, entered into a distribution agreement with TBC. Significantly, Sailun sometimes sent its tires directly to TBC despite not being a party to the distribution agreement between STA and TBC. As previously discussed, purposeful availment may be either direct (i.e. through the defendant’s own offices and employees) or indirect (i.e. through affiliates or independent distributors). *BRP-Rotax*, 716 S.W.3d at 106-07; *Spir Star*, 310 S.W.3d at 874. We conclude that (1) Sailun indirectly established contacts with Texas by creating and/or employing the distribution system that brought its products to Texas; (2) Sailun’s contacts were purposeful rather than random, fortuitous, or attenuated; and (3) Sailun sought to profit by availing itself of Texas. See *Hyundam*, 716 S.W.3d at 173; *Volkswagen*, 669 S.W.3d at 413-14; *Moki Mac*, 221 S.W.3d at 575; *Michiana*, 168 S.W.3d at 785. Based upon the

⁹ Sailun argues that we cannot consider the ride-and-drive-event in which STA participated in Texas because the event apparently occurred after Appellees filed suit. In support of its argument, Sailun cites *PHC-Minden, L.P. v. Kimberly-Clark Corp.*, 235 S.W.3d 163 (Tex. 2007). In *PHC-Minden*, the Texas Supreme Court held that the relevant time period for assessing a defendant’s contacts for purposes of general jurisdiction ends when suit is filed. *Id.* at 169. But *PHC-Minden* is not controlling when analyzing specific jurisdiction. *Accelerated Wealth, LLC v. Lead Generation & Mktg., LLC*, No. 04-12-00647-CV, 2013 WL 1148923, at *3-4 (Tex. App.—San Antonio Mar. 20, 2013, no pet.) (mem. op.) (concluding that with respect to specific jurisdiction, “operative facts of the litigation are not isolated to the events occurring pre-petition[.]”). Although the event likely occurred after Appellees filed suit, it evidences Sailun’s ongoing marketing and testing of its products in Texas. See *Cirrus Design Corp. v. Berra*, 633 S.W.3d 640, 650 (Tex. App.—San Antonio 2021, no pet.) (citing *Accelerated Wealth*, 2013 WL 1148923, at *3-4) (concluding that, in analyzing specific jurisdiction, court could consider press release defendant put on its website after lawsuit was filed because *PHC-Minden* is not controlling and press release “provides evidence of a continuum of activities demonstrating [defendant]’s ongoing marketing in Texas.”). Accordingly, we consider the Texas ride-and-drive event in our analysis.

combined force of the jurisdictional evidence, we further conclude that the trial court correctly impliedly found that, pursuant to the stream-of-commerce-plus test, Sailun purposefully availed itself of the privilege of doing business in Texas by (1) placing its products into the stream of commerce and (2) engaging in the additional conduct of creating or employing the distribution system that brought its products to Texas. See **BRP-Rotax**, 716 S.W.3d at 105; **Luciano**, 625 S.W.3d at 9-10; **Spir Star**, 310 S.W.3d at 873-74. Accordingly, we overrule issues two and three.

Relatedness

In issue four, Sailun argues that Appellees' claims do not arise out of, and are not related to, Sailun's contacts with Texas. Specifically, Sailun contends that: (1) Appellees fail to allege that the tire dealer who allegedly sold the subject tire was part of STA's or TBC's distribution network; (2) if Sailun was negligent, its negligence occurred in Asia, not Texas; (3) if Sailun were liable for breach of warranty, Appellees' theory "must be that the product was not merchantable" when it left Sailun's possession in Asia, and the locus of the tort is Asia, not the United States or Texas; and (4) Appellees do not allege that either they or the owner of the van involved in the accident "visited a website, talked to an employee, or interacted with Sailun Group in any way whatsoever." For the reasons explained below, we find these arguments unpersuasive.

The relatedness component of the specific jurisdiction inquiry requires that the plaintiff's claims arise out of or relate to the defendant's contacts with the forum. **Ford Motor Co. v. Montana Eighth Judicial Dist. Ct.**, 592 U.S. 351, 362, 141 S. Ct. 1017, 1026, 209 L. Ed. 2d 225 (2021); **Luciano**, 625 S.W.3d at 9. In other words, there must be a substantial connection between a defendant's contacts with Texas and the operative facts of the litigation. **Spir Star**, 310 S.W.3d at 874; **Moki Mac**, 221 S.W.3d at 584-85. "A substantial connection can result from even a single act." **Moncrief Oil**, 414 S.W.3d at 151. "The 'arise from or relate to' requirement lies at the heart of specific jurisdiction by defining the required nexus between the nonresident defendant, the litigation, and the forum." **Moki Mac**, 221 S.W.3d at 579. A strict causal relationship between the defendant's activity in the forum and the litigation is not required. **Luciano**, 625 S.W.3d at 14. Rather, the phrase "or relate to" "contemplates that some relationships will support jurisdiction without a causal showing." **Ford Motor Co.**, 592 U.S. at 362, 141 S. Ct. at 1026. The operative facts of the litigation are those that would be the focus of the trial. See **Moki Mac**, 221 S.W.3d at 585. To determine the operative facts of the litigation, we must consider the claims involved in the litigation. **Retamco**, 278 S.W.3d at 340. In products liability cases, "the operative facts of the

litigation ultimately focus on whether the product was unreasonably dangerous when it left the manufacturer's possession." *Hennessy*, 508 S.W.3d at 583.

The United States Supreme Court examined the relatedness inquiry in *Ford Motor Company v. Montana Eighth Judicial District Court*. At issue in *Ford* were two lawsuits in which the plaintiffs asserted products liability claims against a nonresident car manufacturer (Ford) after accidents involving Ford's cars occurred in their home states. *Ford Motor Co.*, 592 U.S. at 356, 141 S. Ct. at 1023. Ford did not dispute that it purposefully availed itself of those states' markets, but argued in each case that its contacts with the forum state did not give rise to the plaintiff's claim because it "did not sell, design, or manufacture the particular injury-causing car in that state." *Morgan*, 670 S.W.3d at 347 (citing *Ford Motor Co.*, 592 U.S. at 364-65, 141 S. Ct. at 1028). As the Texas Supreme Court explained, the *Ford* court "reaffirmed that specific personal jurisdiction requires a 'connection' between a plaintiff's suit and the defendant's activities[]" and concluded that "the relatedness requirement is satisfied when a company 'serves a market for a product in the forum state and the product malfunctions there.'" *Id.* at 348 (quoting *Ford Motor Co.*, 592 U.S. at 363, 141 S. Ct. at 1026-27). Although "a plaintiff need not establish a strict causal relationship between the defendant's contacts and the plaintiff's claim, neither is it the case that anything goes." *Morgan*, 670 S.W.3d at 347. "Rather, there must be 'real limits' on the relatedness inquiry that adequately protect the due-process rights of a foreign defendant." *Id.* at 348 (quoting *Ford Motor Co.*, 592 U.S. at 362, 141 S. Ct. at 1026). The United States Supreme Court rejected Ford's arguments and concluded that a manufacturer that regularly markets its product in a state has clear notice that it will be subject to the jurisdiction of said state's courts when the product malfunctions there, regardless of where the product was initially sold. *Ford Motor Co.*, 592 U.S. at 368, 141 S. Ct. at 1030.

In the instant case, the rollover accident that occurred when the tire failed in Texas resulted in the death of one Texas resident and severe injuries to five other Texas residents. Appellees allege that Sailun (1) designed, manufactured, and marketed a defective tire that malfunctioned in Texas and (2) created and/or employed the distribution system that brought its tires into Texas. In determining whether the relatedness requirement is met, we focus on the relationship between Sailun, Texas, and the operative facts of the litigation. See *Volkswagen*, 669 S.W.3d at 413; *Moki Mac*, 221 S.W.3d at 575-76.. Appellees assert causes of action for strict products liability (including design defect, manufacturing defect, and marketing defect), breach of warranty,

negligence, gross negligence, wrongful death, and survival. Texas law defines a “products liability action” as any action filed “against a manufacturer . . . for recovery of damages arising out of personal injury, death, or property damage allegedly caused by a defective product[,], whether the action is based in strict tort liability, strict products liability, negligence, misrepresentation, breach of express or implied warranty, or any other theory or combination of theories.” TEX. CIV. PRAC. & REM. CODE ANN. § 82.001(2) (West 2017).

As explained above in our discussion of issues two and three, Sailun purposefully availed itself of Texas indirectly by creating and/or employing the distribution network that brought the subject tire into Texas. Sailun served a market for its product in Texas, and its tire failed here. See *Ford Motor Co.*, 592 U.S. at 363, 141 S. Ct. at 1027; *Morgan*, 670 S.W.3d at 348. Because Sailun’s arguments advocate for a more stringent relatedness standard than the law requires, we reject them. See *Ford Motor Co.*, 592 U.S. at 363, 141 S. Ct. at 1027; *Morgan*, 670 S.W.3d at 347-48. We conclude that all of Appellees’ theories of liability arise out of or relate to Sailun’s indirect activities in Texas, and the trial court therefore correctly impliedly concluded that the relatedness requirement was satisfied. See *Ford Motor Co.*, 592 U.S. at 362-63, 141 S. Ct. at 1026-27; *Morgan*, 670 S.W.3d at 348; *Luciano*, 625 S.W.3d at 14; see also generally TEX. CIV. PRAC. & REM. CODE ANN. § 82.001(2). We further conclude that the trial court properly exercised personal jurisdiction over Sailun. See *Ford Motor Co.*, 592 U.S. at 368, 141 S. Ct. at 1030; *Morgan*, 670 S.W.3d at 348-49; *Luciano*, 625 S.W.3d at 8-9, 14-17. Accordingly, we overrule issue four. Having concluded that the trial court properly exercised specific jurisdiction over Sailun, we need not address issue one, in which Sailun challenges the existence of general jurisdiction. See TEX. R. APP. P. 47.1.

DISPOSITION

Having overruled issues two, three, and four, and finding it unnecessary to address issue one, we ***affirm*** the trial court’s order denying Sailun’s special appearance.

JAMES T. WORTHEN
Chief Justice

Opinion delivered January 30, 2026.
Panel consisted of Worthen, C.J., Hoyle, J., and Davis, J.

(PUBLISH)



COURT OF APPEALS

TWELFTH COURT OF APPEALS DISTRICT OF TEXAS

JUDGMENT

JANUARY 30, 2026

NO. 12-25-00102-CV

SAILUN GROUP CO., LTD.,

Appellant

V.

**JESSICA SPRADLEY, STEPHEN SPRADLEY, SHERRI REED, MARIANNE KENNA,
GLEND A BUELL, KYLE FRASIER, DAN OLIVER, JENNILEE BELL, AND JACKSON
BELL, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE
OF JENNIE FRASIER,**

Appellees

Appeal from the 241st District Court
of Smith County, Texas (Tr.Ct.No. 24-0311-C)

THIS CAUSE came to be heard on the oral arguments, appellate record, and briefs filed herein, and the same being considered, it is the opinion of this Court that there was no error in the trial court's order denying Sailun Group Co., Ltd.'s special appearance.

It is therefore ORDERED, ADJUDGED, and DECREED that the order of the court below denying Sailun Group Co., Ltd.'s special appearance **be in all things affirmed**, and that all costs of this appeal are hereby adjudged against the appellant, Sailun Group Co., Ltd., for which execution may issue, and that this decision be certified to the court below for observance.

James T. Worthen, Chief Justice.

Panel consisted of Worthen, C.J., Hoyle, J., and Davis, J.