Third District Court of Appeal

State of Florida

Opinion filed August 28, 2019.
Not final until disposition of timely filed motion for rehearing.

No. 3D18-1078
Lower Tribunal No. 15-26465

Ancla International, S.A.,
Appellant,

vs.

Tribeca Asset Management, Inc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Thomas J. Rebull* and Miguel M. De La O, Judges.

Sardi Law, PLLC, and Carlos E. Sardi, for appellant.

Holland & Knight LLP, and Rebecca M. Plasencia, Adolfo E. Jimenez, and L. Vanessa Lopez, for appellee.

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* Because the initial notice of appeal was premature, this Court allowed the parties to obtain a final order and file an amended notice of appeal. See Ancla Int'l, S.A. v. Tribeca Asset Mgmt., Inc., 44 Fla. L. Weekly D700 (Fla. 3d DCA Mar. 13, 2019). Judge Rebull's participation in this case was limited to entering an agreed final order below.

Before SCALES, LINDSEY, and LOBREE, JJ.

LINDSEY, J.

This appeal arises from a dispute as to whether language in an arbitration clause subjects two non-resident entities, Appellant Ancla International, S.A. and Appellee Tribeca Asset Management, to personal jurisdiction in Florida. The trial court granted Tribeca's motion to dismiss Ancla's petition to compel arbitration for lack of personal jurisdiction. Because we interpret the plain meaning of the disputed language to confer jurisdiction on Florida courts to enforce the parties' Confidentiality Agreement, we reverse.[1]

I. BACKGROUND

In January 2012, Ancla, a Colombian beer company owned by a Florida resident, allegedly entered into a Confidentiality Agreement (the "Agreement"), with Tribeca, a Panamanian investment company.[2] Tribeca allegedly agreed to

[1] Both parties agree that the legal basis for personal jurisdiction in this case stems from a provision in the Florida Arbitration Code and not the Florida Long-Arm Statute. See § 682.18(1), Fla. Stat. (2012) ("The making of an agreement or provision for arbitration subject to this law and providing for arbitration in this state shall, whether made within or outside this state, confer jurisdiction on the court to enforce the agreement or provision under this law, to enter judgment on an award duly rendered in an arbitration thereunder and to vacate, modify or correct an award rendered thereunder for such cause and in the manner provided in this law.").

[2] In its Motion to Dismiss below, Tribeca argued it was not a party to the Agreement. The trial court denied Tribeca's Motion, and this issue is not before us.

invest in Ancla's re-entry into the Colombian beer market and not to divulge certain trade secrets. During the next few months, Ancla forwarded confidential information to Tribeca and the parties engaged in business negotiations. Ultimately, Tribeca did not invest in Ancla and instead invested in one of Ancla's competitors. Ancla subsequently filed a Petition to Compel Arbitration pursuant to an arbitration clause ("Article Seven") in the Agreement, which states:

> **SEVENTH**. APPLICABLE LAW. ***This agreement will be governed by the laws of the State of Florida of the United States of America (USA), a jurisdiction accepted by the parties irrespective of the fact that the principal activity of the beer project will be conducted in Colombia***. The parties agree that, in the event that differences arise between them as a result of or in relation to the present Agreement, they will attempt to resolve their differences via direct negotiation. For this purpose, the parties will have a period of thirty (30) business days, counting from the date on which either of the parties presents a request in this regard. This term may be extended by mutual agreement for additional thirty-day periods. ***If a solution is not reached within these stipulated periods, the differences will be submitted to an Arbitration Board, whose ruling with carry the force of law***.

(Emphasis added).

At the beginning of an evidentiary hearing on Ancla's Petition to Compel Arbitration, the trial court considered whether the language in Article Seven conferred personal jurisdiction over Tribeca. The court concluded that Article Seven was merely a choice of law provision and granted Tribeca's Motion to Dismiss for lack of personal jurisdiction. Specifically, the court held that "[i]t is plain, obvious, and unambiguous that 'jurisdiction' in that provision refers to 'location'—the Parties

to the contract agreed that the choice of law will be that of the jurisdiction of the State of Florida." Ancla appeals.

II. STANDARD OF REVIEW

Contractual interpretation is subject to de novo review. Real Estate Value Co. v. Carnival Corp., 92 So. 3d 255, 260 (Fla. 3d DCA 2012) ("The interpretation of a contract, including whether the contract or one of its terms is ambiguous, is a matter of law subject to de novo review." (citations omitted). Further, issues arising from a lower court's order granting a motion to dismiss for lack of personal jurisdiction are subject to de novo review. Am. Exp. Ins. Servs. Europe Ltd. v. Duvall, 972 So. 2d 1035, 1038 (Fla. 3d DCA 2008).

III. ANALYSIS

The narrow issue before us is whether the language "Florida . . . a jurisdiction accepted by the parties" confers jurisdiction on Florida courts to enforce the Agreement. As always, we begin with the plain language of the contract. See Dirico v. Redland Estates, Inc., 154 So. 3d 355, 357 (Fla. 3d DCA 2014) ("We begin with the longstanding principle that contracts 'must be construed according to their plain language.'" (quoting St. Johns Inv. Mgmt. Co. v. Albaneze, 22 So. 3d 728, 731 (Fla. 1st DCA 2009))).

Here, the fundamental dispute is over the meaning of the word "jurisdiction." Black's Law Dictionary defines jurisdiction as "[a] court's power to decide a case

or issue a decree . . . ." *Jurisdiction*, Black's Law Dictionary (11th ed. 2019). Consequently, the plain and ordinary meaning of the disputed language is that the parties accept the power of Florida courts to decide their case. We therefore disagree with the trial court's interpretation that "jurisdiction" simply refers to the parties' choice of law. Based on a plain reading of the Agreement, the parties agreed to be bound by Florida law *and* be subject to the jurisdiction of Florida courts:

> This agreement will be governed by the laws of the State of Florida of the United States of America (USA), a jurisdiction accepted by the parties irrespective of the fact that the principal activity of the beer project will be conducted in Colombia.

We see no reason to read this language any other way. Moreover, our interpretation of the term "jurisdiction" is supported by the context of the provision. See Perez-Gurri Corp. v. McLeod, 238 So. 3d 347, 350 (Fla. 3d DCA 2017) ("A single term or group of words must not be read in isolation." (citing American K–9 Detection Servs., Inc. v. Cicero, 100 So. 3d 236, 238–39 (Fla. 5th DCA 2012))). After specifying that the parties accepted jurisdiction in Florida, the parties further explained that this was "irrespective of the fact that the principle activity of the beer project will be conducted in Colombia."

IV. CONCLUSION

Because the parties accepted the power of Florida courts to enforce the Agreement, the trial court did not lack personal jurisdiction over Tribeca. Accordingly, we reverse the dismissal below and remand for further proceedings.

Reversed and remanded.