

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

John D. Sarai v. Merchant Capital Group LLC, Etc.

Sarai · No. No. 3D25-0980 · Decided April 15, 2026

SUMMARY

The Florida Third District Court of Appeal reversed a non-final order denying John D. Sarai’s motion to dismiss for lack of personal jurisdiction. The court held that the complaint did not allege sufficient facts under Florida’s long-arm statute and that Sarai’s un rebutted affidavit shifted the burden to Merchant Capital Group LLC to establish jurisdiction through sworn proof. The court remanded with instructions to dismiss the complaint for lack of personal jurisdiction.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Lindsey, J.; Miller, J.; Bokor, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	April 15, 2026
DOCKET	No. 3D25-0980
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a non-final order denying the defendant's motion to dismiss for lack of personal jurisdiction.
STANDARD OF REVIEW	De novo review applies to a trial court's ruling on a motion to dismiss for lack of personal jurisdiction. The jurisdictional facts are derived from the affidavits supporting the motion and the transcripts and records submitted in opposition.
PRECEDENTIAL VALUE	Published opinion
PARTIES	John D. Sarai v. Merchant Capital Group LLC, doing business as Greenbox Capital

TOPICS

- personal jurisdiction
- motions to dismiss
- appellate procedure
- standard of review
- contracts

PRACTICE AREAS

- civil procedure
- personal jurisdiction
- contracts
- commercial litigation
- appellate procedure

QUESTIONS PRESENTED

1. Whether Greenbox's complaint alleged sufficient facts to bring its claims against Sarai within Florida's long-arm statute.
2. Whether Sarai's affidavit was legally sufficient to shift the burden to Greenbox to establish a valid basis for personal jurisdiction by affidavit or other sworn proof.
3. Whether the Florida choice-of-law and venue provision, the alleged place-of-payment presumption, or the absence of a hearing transcript supported personal jurisdiction or required affirmance.

HOLDINGS

1. The complaint did not allege sufficient jurisdictional facts to establish that Sarai breached a contract in Florida by failing to perform acts required to be performed in Florida.
2. Sarai's affidavit was legally sufficient to satisfy his threshold burden and shifted to Greenbox the burden of proving a valid basis for personal jurisdiction by affidavit or other sworn proof.
3. Greenbox's failure to submit a counter-affidavit or other sworn proof establishing a valid basis for jurisdiction required dismissal of the complaint for lack of personal jurisdiction.

KEY QUOTATIONS

“The burden is then placed upon the plaintiff to prove by affidavit the basis upon which jurisdiction may be obtained.” (6)

“if no such sworn proof is forthcoming from the plaintiff as to the basis for jurisdiction, the trial court must grant the defendant’s motion to dismiss.” (6)

“our de novo review is unimpeded by the absence of the hearing transcript.” (11)

FACTUAL BACKGROUND

Sarai, acting as an agent for Shield Law Group and as a guarantor, entered into a purchase and sale agreement with Greenbox. Greenbox funded Shield by an electronic ACH transfer into Shield's California bank account, and the agreement was executed and performed in California; it contained a Florida choice-of-law and venue provision but did not specify that payment or other performance was required in Florida. Sarai's affidavit stated that he was not a Florida resident and had no Florida presence, property, business operations, or other minimum contacts. Greenbox filed no counter-affidavit or other sworn proof disputing those allegations.

PROCEDURAL HISTORY

Greenbox sued Shield Law Group, APLC, and Sarai in Miami-Dade County for breach of contract and enforcement of a personal guaranty. Sarai moved to dismiss for lack of personal jurisdiction and submitted an affidavit contesting Florida contacts and asserting that all contract performance occurred in California. The county court denied the motion, and Sarai's motion for rehearing and reconsideration was denied or otherwise preserved the issue for appeal. The Third District Court of Appeal reversed and remanded with instructions to dismiss the complaint for lack of personal jurisdiction.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the order denying Sarai's motion to dismiss and dismiss Greenbox's complaint for lack of personal jurisdiction.

CASES CITED

- Kiernan v. ReviveMD305, LLC, 412 So. 3d 156, 158 n.3 (Fla. 3d DCA 2025)
- Promenade Charters V.I., Ltd. v. Caribbean Insurers Marine Ltd., 388 So. 3d 200, 202 (Fla. 3d DCA 2024)
- Neal, Gerber & Eisenberg LLP v. Lamb-Ferrara, 388 So. 3d 1112, 1117 (Fla. 3d DCA 2024)
- Borden v. East-Eur., Ins. Co., 921 So. 2d 587, 592 (Fla. 2006)
- Venetian Salami Company v. Parthenais, Venetian Salami Co. v. Parthenais, 554 So. 2d 499, 502 (Fla. 1989)
- Tobacco Merchants Ass'n of U.S. v. Broin, 657 So. 2d 939, 941 & n.4 (Fla. 3d DCA 1995)
- Rollet v. de Bizemont, 159 So. 3d 351, 356-357 (Fla. 3d DCA 2015)
- Williamson v. Prime Sports Mktg., LLC, 314 So. 3d 480, 483-486 (Fla. 3d DCA 2020)
- Astro Aluminum Treating Co. v. Inter Contal, Inc., 296 So. 3d 462, 466 (Fla. 4th DCA 2020)
- Telesur v. DOT (SR), Inc., 100 So. 3d 1232, 1236 (Fla. 2d DCA 2012)
- Frantin v. MVS Media Grp., LLC, 390 So. 3d 75, 78 (Fla. 3d DCA 2023)
- Holton v. Prosperity Bank of St. Augustine, 602 So. 2d 659, 660 (Fla. 5th DCA 1992)
- Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150 (Fla. 1979)