

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF  
FLORIDA

Mosse Security Consulting & Institute (Government) LLC v.  
Benjamin Mosse

Mosse · No. 1:25-cv-23322-LEIBOWITZ · Decided May 20, 2026

SUMMARY

The United States District Court for the Southern District of Florida adopted a magistrate judge’s report and recommendation denying defendants’ motion to dismiss for lack of personal jurisdiction. The court held that defendants consented to personal jurisdiction through a forum-selection clause in an operating agreement, that the clause applied to a closely related non-signatory entity under Delaware law, and that a minimum-contacts analysis was unnecessary.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Southern District of Florida                                                                                                                                                                                                                                                                 |
| WRITING FOR THE COURT | David S. Leibowitz                                                                                                                                                                                                                                                                                                                |
| JURISDICTION          | United States District Court for the Southern District of Florida                                                                                                                                                                                                                                                                 |
| DECIDED               | May 20, 2026                                                                                                                                                                                                                                                                                                                      |
| DOCKET                | 1:25-cv-23322-LEIBOWITZ                                                                                                                                                                                                                                                                                                           |
| DISPOSITION           | other                                                                                                                                                                                                                                                                                                                             |
| PROCEDURAL POSTURE    | The district court reviewed de novo defendants' timely objections to a magistrate judge's report and recommendation recommending denial of defendants' motion to dismiss for lack of personal jurisdiction. The district court adopted the report and recommendation, overruled the objections, and denied the motion to dismiss. |
| STANDARD OF REVIEW    | Under 28 U.S.C. § 636(b)(1)(C), the district court conducts a de novo review of portions of a magistrate judge's report and recommendation to which specific objections are made. Absent specific objections, the court need only satisfy itself that there is no clear error on the face of the record.                          |
| PRECEDENTIAL VALUE    | unpublished district court order                                                                                                                                                                                                                                                                                                  |
| PARTIES               | Mosse Security Consulting & Institute (Government) LLC v.<br>Benjamin Mosse, Benjamin Mosse Consulting Pty Ltd. (Deveillance)                                                                                                                                                                                                     |

## TOPICS

personal jurisdiction

motions to dismiss

civil procedure

contracts

commercial litigation

## PRACTICE AREAS

civil procedure

personal jurisdiction

contracts

commercial litigation

## QUESTIONS PRESENTED

1. Whether defendants' objections concerning the scope of the forum-selection clause were properly considered when the arguments were not presented to the magistrate judge.
2. Whether the operating agreement's forum-selection clause conferred personal jurisdiction over the defendants, including the nonsignatory entity Deveillance.
3. Whether the court was required to conduct a minimum-contacts due-process analysis despite the defendants' consent to personal jurisdiction through the forum-selection clause.

## HOLDINGS

1. The district court may decline to consider arguments not first presented to the magistrate judge, and defendants' new objections concerning the scope of the forum-selection clause and its application to Deveillance were overruled.
2. Under Delaware law, the forum-selection clause bound Deveillance because the clause was valid, Deveillance was closely related to the agreement, and the claims arose from Deveillance's status related to the agreement.
3. A minimum-contacts analysis was unnecessary because the defendants consented to personal jurisdiction through the forum-selection clause.

## KEY QUOTATIONS

*“One is simply unnecessary where, as here, the forum selection clause confers personal jurisdiction.”* (at 8)

*“An action need not even allege contract-based claims in order for a forum selection clause in a contract to be enforced.”* (at 7)

## FACTUAL BACKGROUND

Plaintiff's operating agreement contains a Delaware choice-of-law provision, an arbitration provision, and a forum-selection provision consenting to personal jurisdiction, service of process, and venue in Miami-Dade County, Florida, for specified proceedings. Plaintiff alleged that Benjamin Mosse, a signatory to the operating agreement, and Deveillance, a nonsignatory entity of which Mosse was chief executive officer, engaged in conduct connected to the agreement, including civil conspiracy, aiding and abetting breach of fiduciary duty, and other related claims. Defendants challenged the scope of the forum-selection clause and its application to Deveillance, but the court concluded that the clause conferred personal jurisdiction over the defendants.

## PROCEDURAL HISTORY

Plaintiff filed a diversity action asserting contract and related claims. Defendants moved to dismiss for lack of jurisdiction. Magistrate Judge Panayotta Augustin-Birch recommended denial of the motion. After defendants filed objections, the district court reviewed the challenged portions de novo, adopted the report and recommendation, overruled the objections, denied the motion to dismiss, and ordered defendants to answer.

## DISPOSITION

other

## CASES CITED

- United States v. Schultz, 565 F.3d 1353, 1361 (11th Cir. 2009)
- Marsden v. Moore, 847 F.2d 1536, 1548 (11th Cir. 1988)
- Club Madonna Inc. v. City of Miami Beach, 42 F.4th 1231, 1259 (11th Cir. 2022)
- Williams v. McNeil, 557 F.3d 1287, 1292 (11th Cir. 2009)
- Carlyle Inv. Mgmt. LLC v. Moonmouth Co. SA, 779 F.3d 214, 218-20 (3d Cir. 2015)
- Weygandt v. Weco, LLC, No. 4056-VCS, 2009 WL 1351808, at \*4-5 (Del. Ch. May 14, 2009)
- Capital Grp. Cos. v. Armour, No. CIV. A. 422-N, 2004 WL 2521295, at \*6-7 (Del. Ch. Oct. 29, 2004)
- Imodules Software, Inc. v. Essenza Software, Inc., No. 0733-JTL, 2017 WL 6596880, at \*3 (Del. Ch. Dec. 22, 2017)
- BuzzFeed, Inc. v. Anderson, No. 0357-MTZ, 2022 WL 15627216, at \*12 (Del. Ch. Oct. 28, 2022)
- AFC Franchising, LLC v. Purugganan, 43 F.4th 1285, 1291 (11th Cir. 2022)