

FLORIDA THIRD DISTRICT COURT OF APPEAL

Pierce Law Group, LLP v. Jaleh Factor, et al.

Pierce Law Group · No. 3D24-1444 · Decided April 2, 2025

SUMMARY

The Third District Court of Appeal of Florida reverses a non-final order denying Pierce Law Group’s motion to dismiss for improper venue in a legal malpractice action. The court holds that the representation agreement’s California choice-of-law language does not limit the applicability of its separate mandatory venue-selection clause, which requires disputes to be resolved in Los Angeles, California. The case is remanded with instructions to grant the motion to dismiss for improper venue.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Lindsey, J.; Logue, C.J.; Emas, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	April 2, 2025
DOCKET	3D24-1444
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a non-final order of the Circuit Court for Miami-Dade County denying Pierce Law Group's motion to dismiss for improper venue.
STANDARD OF REVIEW	De novo review applies to contract interpretation, including whether a contract or one of its terms is ambiguous.
PRECEDENTIAL VALUE	published
PARTIES	Pierce Law Group, LLP v. Jaleh Factor, Sewby, LLC, et al.

TOPICS

- venue
- contract interpretation
- appellate jurisdiction
- civil procedure
- appellate procedure

PRACTICE AREAS

- civil procedure
- contracts
- commercial litigation
- appellate procedure

QUESTIONS PRESENTED

1. Whether the phrase in the agreement providing for application of California law to contracts entered into and performed entirely in California limited the applicability of the separate Los Angeles venue-selection clause.
2. Whether the mandatory venue-selection clause requiring disputes to be resolved in Los Angeles, California was enforceable and required dismissal for improper venue.
3. Whether the court had jurisdiction to review the non-final order denying the motion to dismiss for improper venue.

HOLDINGS

1. The phrase providing that the agreement would be governed by California laws applicable to contracts entered into and performed entirely in California is a choice-of-law clarification, not a condition limiting the applicability of the entire agreement or its venue-selection clause.
2. The agreement's clause stating that venue for resolution of any disputes between the parties would be Los Angeles, California is a mandatory venue-selection clause that must be enforced absent a showing that the designated forum is unreasonable or unjust.
3. The court had jurisdiction to review the non-final order denying the motion to dismiss for improper venue.

KEY QUOTATIONS

“There is nothing about the text that indicates it forms a “precursor condition” to anything.” (5)

“Reading the text as the trial court did would render every provision of the contract meaningless except the first sentence of Paragraph 11.” (6)

“Because the contract contains a mandatory venue selection clause with no qualifications, the trial court should have dismissed for improper venue.” (7)

“For the forgoing reasons, we are compelled to reverse and remand with instructions to grant Pierce’s Motion to Dismiss for Improper Venue.” (8)

FACTUAL BACKGROUND

Pierce Law Group, a California law firm, represented Sewby, LLC and Jaleh Factor pro hac vice in prior Florida litigation. The representation was governed by an August 29, 2020 Representation Agreement containing a California choice-of-law provision and a clause providing that the venue for any dispute between the parties would be Los Angeles, California. Factor and Sewby later brought a legal-malpractice action alleging that Pierce failed to pursue certain claims that successor counsel later pursued and settled.

PROCEDURAL HISTORY

Pierce Law Group moved to dismiss the amended complaint for failure to state a claim, improper venue, or alternatively to compel arbitration. The circuit court denied the motion in its entirety, concluding that the agreement's California choice-of-law language limited the venue and arbitration provisions to services performed entirely in California. The Third District Court of Appeal accepted jurisdiction under Florida Rule of

Appellate Procedure 9.130(a)(3)(A), reversed, and remanded with instructions to grant the motion to dismiss for improper venue.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse and remand with instructions for the trial court to grant Pierce Law Group's motion to dismiss for improper venue.

CASES CITED

- Super Cars of Miami, LLC v. Webster, 300 So. 3d 752, 754-55 (Fla. 3d DCA 2020)
- Real Estate Value Co., Inc. v. Carnival Corp., 92 So. 3d 255, 260 (Fla. 3d DCA 2012)
- Prop. Registration Champions, LLC v. Mulberry, 373 So. 3d 675, 679 (Fla. 5th DCA 2023)
- Horizons A Far, LLC v. Plaza N 15, LLC, 114 So. 3d 992, 994 (Fla. 5th DCA 2012)
- Silver Shells Corp. v. St. Maarten at Silver Shells Condo. Ass'n, Inc., 169 So. 3d 197, 203 (Fla. 1st DCA 2015)
- Siegle v. Progressive Consumers Ins. Co., 819 So. 2d 732, 739 (Fla. 2002)
- Inter-Active Servs., Inc. v. Heathrow Master Ass'n, Inc., 721 So. 2d 433, 435 (Fla. 5th DCA 1998)
- Interline Brands, Inc. v. Chartis Specialty Ins. Co., 749 F.3d 962, 966 (11th Cir. 2014)
- Inter-Ocean Cas. Co. v. Hunt, 189 So. 240, 242-43 (Fla. 1939)
- Michaluk v. Credorax (USA), Inc., 164 So. 3d 719, 722-23 (Fla. 3d DCA 2015)
- Travel Exp. Inv. Inc. v. AT & T Corp., 14 So. 3d 1224, 1226 (Fla. 5th DCA 2009)
- Castro v. Pullmantur, S.A., 220 So. 3d 531, 535 (Fla. 3d DCA 2017)
- Am. Safety Cas. Ins. Co. v. Mijares Holding Co., LLC, 76 So. 3d 1089, 1092 (Fla. 3d DCA 2011)