

FLORIDA COURT OF APPEALS, FOURTH DISTRICT

Vyas v. Am. Van Lines, Inc.

No. 4D2025-2265, Florida Court of Appeals, Fourth District

SUMMARY

Personal jurisdiction over a non-resident defendant cannot be established solely by a contractual forum-selection clause; the consent-to-jurisdiction provision must comply with Florida Statutes §§ 685.101 and 685.102. The contract here failed to satisfy those statutes because it involved consideration of less than \$250,000, provided for application of federal law over Florida law, and concerned a transaction for personal, family, or household purposes. Even if a statutory basis existed, the plaintiff failed to rebut the defendant’s affidavit showing no minimum contacts with Florida, as contacts with a Florida-based corporation alone are insufficient under due process. The trial court's denial of the motion to dismiss for lack of personal jurisdiction was reversed.

CASE DETAILS

COURT	Florida Court of Appeals, Fourth District
WRITING FOR THE COURT	MAY, J.; MAY; LEVINE; FORST
JURISDICTION	Florida
DOCKET	4D2025-2265
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from an order denying a motion to dismiss
STANDARD OF REVIEW	de novo
PRECEDENTIAL VALUE	published
PARTIES	Jaimini Vyas v. American Van Lines, Inc.

TOPICS

- civil procedure
- venue
- contracts
- appellate procedure

PRACTICE AREAS

- Civil Procedure
- Contracts

QUESTIONS PRESENTED

1. Whether the trial court erred in denying the motion to dismiss for lack of personal jurisdiction.

2. Whether the trial court erred in denying the motion to dismiss for improper venue.

HOLDINGS

1. The trial court did not err in denying the motion to dismiss for improper venue because the mandatory forum-selection clause in the terms and conditions was enforceable and covered the dispute.
2. The trial court erred in denying the motion to dismiss for lack of personal jurisdiction because the plaintiff failed to plead a sufficient basis under the long-arm statute and failed to show minimum contacts with Florida.

KEY QUOTATIONS

“Personal jurisdiction is questioned in this appeal from an order denying the defendant's motion to dismiss a small claims action brought by a moving company. The defendant argues that the trial court erred in denying his motion because the court lacks personal jurisdiction over him as a non-resident and because venue is both improper and inconvenient. We agree that the trial court lacks personal jurisdiction over the defendant and reverse on that issue only.”

“Generally, '[a]n agreement alone is insufficient to confer personal jurisdiction on Florida courts.' Jetbroadband WV, LLC v. MasTec N. Am., Inc., 13 So.3d 159, 161 (Fla. 3d DCA 2009) (citing McRae v. J.D./M.D., Inc., 511 So.2d 540 (Fla. 1987)); see Ware v. Citrix Sys., Inc., 258 So.3d 478, 481-82 (Fla. 4th DCA 2018). As an exception to this rule, section 48.193(1)(a)9. permits the exercise of specific personal jurisdiction over a non-resident who '[e]nter[s] into a contract that complies with s. 685.102.'”

“In summary, the trial court erred in denying the defendant's motion to dismiss on the issue of personal jurisdiction for two reasons: (1) the plaintiff did not plead a sufficient basis for jurisdiction under the long-arm statute, and (2) even if the plaintiff had, it failed to meet its burden of proving the defendant has sufficient minimum contacts with the state to satisfy due process requirements.”

FACTUAL BACKGROUND

The defendant, a New York resident, hired the plaintiff, a Florida corporation, to move household items from Colorado to New York. The defendant electronically signed an interstate bill of lading and terms and conditions on November 7, 2023. The defendant's friend, acting under a power of attorney, signed a new bill of lading at the storage facility on November 15, 2023, for a higher amount. The defendant refused to pay the new amount and refused delivery. The plaintiff sued for breach of contract and unjust enrichment.

PROCEDURAL HISTORY

The defendant moved to dismiss the small claims action for lack of personal jurisdiction and improper venue. The trial court denied the motion without explanation. The defendant appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reversed and remanded for further proceedings consistent with the opinion.

CASES CITED

- Royal Caribbean Cruises Ltd. v. Ooi, 386 So.3d 218, 221 (Fla. 3d DCA 2023)
- Guarino v. Mandel, 327 So.3d 853, 860 (Fla. 4th DCA 2021)
- Total Quality Logistics, LLC v. Trade Link Cap., Inc., 358 So.3d 458, 461 (Fla. 3d DCA 2023)
- Corsec, S.L. v. VMC Int'l Franchising, LLC, 909 So.2d 945, 947 (Fla. 3d DCA 2005)
- Manrique v. Fabbri, 493 So.2d 437, 440 n.4 (Fla. 1986)
- Karisma Hotels & Resorts Corp. v. Hoffman, 400 So.3d 10, 14 (Fla. 4th DCA 2025)
- Venetian Salami Company v. Parthenais, Venetian Salami Co. v. Parthenais, 554 So.2d 499, 502 (Fla. 1989)
- Jetbroadband WV, LLC v. MasTec N. Am., Inc., 13 So.3d 159, 161 (Fla. 3d DCA 2009)
- McRae v. J.D./M.D., Inc., 511 So.2d 540 (Fla. 1987)
- Ware v. Citrix Sys., Inc., 258 So.3d 478, 481-82 (Fla. 4th DCA 2018)
- Bach v. Vladigor Invs., Inc., 325 So.3d 41, 44 (Fla. 4th DCA 2021)
- Corporate Creations Enters. LLC v. Brian R. Fons Attorney at Law P.C., 225 So.3d 296, 301 (Fla. 4th DCA 2017)
- Kent v. Marmorstein, 120 So.3d 604, 606 (Fla. 4th DCA 2013)
- Walden v. Fiore, Walden v. Fiore, 571 U.S. 277, 285 (2014)
- Burger King Corp. v. Rudzewicz, Burger King Corp. v. Rudzewicz, 471 U.S. 462, 474-75 (1985)
- World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980)