

SUPREME COURT OF FLORIDA

Tribeca Asset Management, Inc. v. Ancla International, S.A.

Tribeca · No. SC21-24 · Decided March 24, 2022

SUMMARY

The Supreme Court of Florida held that an agreement providing that it would be governed by Florida law contained a choice-of-law provision, not a forum-selection clause. The court concluded that section 682.18(1), Florida Statutes (2012), did not establish personal jurisdiction because the agreement did not provide for arbitration in Florida. The court quashed the Third District Court of Appeal’s decision and remanded for further proceedings.

CASE DETAILS

COURT	Supreme Court of Florida
WRITING FOR THE COURT	Polston, J.; Canady, C.J.; Labarga, J.; Lawson, J.; Muñiz, J.; Couriel, J.; Grosshans, J.
JURISDICTION	Florida
DECIDED	March 24, 2022
DOCKET	SC21-24
DISPOSITION	quashed
PROCEDURAL POSTURE	Tribeca sought review of the Third District Court of Appeal's decision reversing a Florida circuit court order dismissing Ancla's petition to compel arbitration for lack of personal jurisdiction.
STANDARD OF REVIEW	Contract interpretation is reviewed under the plain-language rule when the contract is clear and unambiguous; the court also reviewed the legal basis for personal jurisdiction and the applicability of section 682.18(1), Florida Statutes.
PRECEDENTIAL VALUE	published and precedential Florida Supreme Court opinion
PARTIES	Tribeca Asset Management, Inc. v. Ancla International, S.A.

TOPICS

- contract interpretation
- arbitration
- personal jurisdiction
- statutory interpretation
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Article 7 of the Confidentiality Agreement is a choice-of-law provision or a forum-selection clause.
2. Whether section 682.18(1), Florida Statutes (2012), provides a basis for personal jurisdiction when the agreement does not provide for arbitration in Florida.
3. Whether it was necessary for the court to reach the constitutional due-process minimum-contacts issue.

HOLDINGS

1. Article 7 is a choice-of-law provision, not a forum-selection clause. Its plain language provides that the agreement will be governed by the laws of Florida and does not select Florida courts as the forum for litigation or arbitration.
2. Section 682.18(1), Florida Statutes (2012), does not apply because the parties' agreement does not provide for arbitration in Florida.
3. The court did not need to reach the due-process minimum-contacts issue because section 682.18(1) did not provide a statutory basis for personal jurisdiction.

KEY QUOTATIONS

“Because we hold that the contract at issue contains a choice of law provision rather than a forum selection clause, we quash the Third District’s decision in Ancla.” (2)

“Where a contract is clear and unambiguous, it must be enforced pursuant to its plain language.” (3)

“Accordingly, we conclude that Article 7 contains a choice of law provision, not a forum selection clause.” (5)

“For the reasons explained above, we quash the Third District’s decision in Ancla and remand for proceedings consistent with this opinion.” (6)

FACTUAL BACKGROUND

Tribeca Asset Management, Inc. and Ancla International, S.A., two foreign entities, allegedly entered into a Confidentiality Agreement concerning a beer project to be conducted principally in Colombia. Article 7 stated that the agreement would be governed by Florida law and described Florida as a jurisdiction accepted by the parties. Ancla sought to compel arbitration in a Florida circuit court, while Tribeca, a nonresident, argued that the court lacked personal jurisdiction.

PROCEDURAL HISTORY

Ancla filed a petition in Florida circuit court to compel arbitration. The circuit court dismissed for lack of personal jurisdiction, concluding that the contract contained only a choice-of-law provision. The Third District reversed, holding that the contract conferred jurisdiction on Florida courts and relying on section 682.18(1),

Florida Statutes. The Supreme Court of Florida accepted review based on a direct conflict and quashed the Third District's decision, remanding for further proceedings.

DISPOSITION

quashed

REMAND INSTRUCTIONS

Remand to the Third District Court of Appeal for proceedings consistent with the Supreme Court's opinion.

CASES CITED

- Ancla International, S.A. v. Tribeca Asset Management, Inc., 315 So. 3d 55 (Fla. 3d DCA 2019)
- Hahamovitch v. Hahamovitch, 174 So. 3d 983, 986 (Fla. 2015)
- Se. Floating Docks, Inc. v. Auto-Owners Ins. Co., 82 So. 3d 73, 80 (Fla. 2012)
- Dep't of Motor Vehicles ex rel. Fifth Ave. Motors, Ltd. v. Mercedes-Benz of N. Am., Inc., 408 So. 2d 627, 629 (Fla. 2d DCA 1981)
- Banco Indus. de Venezuela C.A., Miami Agency v. de Saad, 68 So. 3d 895, 898 (Fla. 2011)
- Mazzoni Farms, Inc. v. E.I. DuPont de Nemours & Co., 761 So. 2d 306, 308 n.2 (Fla. 2000)
- McRae v. J.D./M.D., Inc., 511 So. 2d 540, 541 (Fla. 1987)
- Manrique v. Fabbri, 493 So. 2d 437, 438 (Fla. 1986)