

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Cedrus Enterprises Holding SAL v. Jabil, Inc.

No. 2D2025-1068 (Fla. 2d DCA Feb. 4, 2026) · No. 2D2025-1068 · Decided February 4, 2026

SUMMARY

The Florida Second District Court of Appeal affirmed an order denying Cedrus Enterprises Holding SAL's motion to dismiss Jabil, Inc.'s complaint for lack of personal jurisdiction. The court held that Cedrus joined and consented to a payment agreement containing a Florida choice-of-law provision and a Pinellas County forum-selection clause, thereby consenting to jurisdiction under Florida law. The court also rejected Cedrus's reliance on a nonexclusive Delaware forum-selection clause in its guaranty.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	LaROSE, Judge; KELLY, Judge; MORRIS, Judge
JURISDICTION	District Court of Appeal of Florida, Second District
DECIDED	February 4, 2026
DOCKET	2D2025-1068
DISPOSITION	affirmed
PROCEDURAL POSTURE	Interlocutory appeal from an order denying Cedrus's motion to dismiss Jabil's complaint for lack of personal jurisdiction.
STANDARD OF REVIEW	De novo review of the trial court's order denying the motion to dismiss.
PRECEDENTIAL VALUE	Published and precedential
PARTIES	Cedrus Enterprises Holding SAL v. Jabil, Inc.

TOPICS

- personal jurisdiction
- venue
- motions to dismiss
- appellate jurisdiction
- contracts

PRACTICE AREAS

- civil procedure
- contracts
- commercial litigation
- appellate procedure

QUESTIONS PRESENTED

1. Whether Cedrus consented to personal jurisdiction in Florida by signing the Joinder and Consent and thereby joining the Payment Agreement containing a Florida choice-of-law and forum-selection provision.
2. Whether the Payment Agreement satisfied sections 48.193(1)(a)9 and 685.102, Florida Statutes, such that Florida could exercise personal jurisdiction without a separate traditional minimum-contacts analysis.
3. Whether the Delaware forum-selection provision in the guaranty controlled over the later Pinellas County forum-selection provision in the Payment Agreement.

HOLDINGS

1. Cedrus consented to personal jurisdiction and venue in the Pinellas County circuit court by voluntarily signing the Joinder and Consent, which joined Cedrus to the Payment Agreement and its Florida forum-selection provision.
2. Cedrus did not establish that the Florida forum-selection clause was unreasonable or unjust, because it did not show that litigating in Florida would be so gravely difficult and inconvenient that it would effectively be deprived of its day in court.
3. The later Pinellas County forum-selection clause controlled over the nonexclusive Delaware forum-selection clause in the guaranty.
4. A Florida court must first determine whether the complaint sufficiently alleges a factual basis under Florida's long-arm statute and then determine whether exercising jurisdiction satisfies constitutional due-process requirements.

KEY QUOTATIONS

“Because Cedrus consented to jurisdiction in Pinellas County circuit court, we affirm.” (2)

“When sections 685.101 and 685.102 are satisfied, personal jurisdiction may be exercised and the courts may dispense with the more traditional minimum contacts analysis.” (5)

“By virtue of the Joinder and Consent, Cedrus voluntarily and intentionally made itself a party to the Payment Agreement, including its venue provision.” (6)

FACTUAL BACKGROUND

Jabil entered into manufacturing and payment arrangements with Networked Energy Services, a company held by Cedrus. Cedrus guaranteed NES's obligations and later signed a Joinder and Consent ratifying the guaranty and joining in the Payment Agreement, which selected Florida law and provided for personal jurisdiction and venue in the Pinellas County circuit court. After NES accrued more than \$13 million in unpaid obligations and Cedrus did not pay as guarantor, Jabil sued Cedrus in Pinellas County.

PROCEDURAL HISTORY

Jabil sued Cedrus in the Pinellas County circuit court for breach of a guaranty after the guaranteed entity failed to pay more than \$13 million in arrearages. Cedrus moved to dismiss, arguing that Jabil had not adequately

alleged personal jurisdiction under Florida's long-arm statute and that the guaranty required venue in Delaware. The trial court denied the motion, and Cedrus appealed pursuant to Florida Rule of Appellate Procedure 9.130(a)(3)(C)(i).

DISPOSITION

affirmed

CASES CITED

- Kountze v. Kountze, 996 So. 2d 246, 251 (Fla. 2d DCA 2008) (en banc)
- Quality Auto., LLC v. Ellis, 401 So. 3d 578, 580 (Fla. 2d DCA 2025)
- Burger King Corp. v. Rudzewicz, Burger King Corp. v. Rudzewicz, 471 U.S. 462, 474 (1985)
- World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980)
- Corp. Creations Enters. LLC v. Brian R. Fons Att'y at L. P.C., 225 So. 3d 296, 301 (Fla. 4th DCA 2017)
- Jetbroadband WV, LLC v. MasTec N. Am., Inc., 13 So. 3d 159, 163 (Fla. 3d DCA 2009)
- Steller Grp., Inc. v. Mid-Ohio Mech., Inc., 2004 WL 5685570, at *3 (M.D. Fla. Jan. 28, 2004)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 18 (1972)
- Gibney v. Pillifant, 32 So. 3d 784, 785 (Fla. 2d DCA 2010)
- Emergency Assocs. of Tampa, P.A. v. Sassano, 664 So. 2d 1000, 1003 (Fla. 2d DCA 1995)
- Bach v. Vladigor Invs., Inc., 325 So. 3d 41, 44-45 (Fla. 4th DCA 2021)