

**SIXTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA**

Case No. 6D2025-1963
Lower Tribunal No. 2025-CC-000224

STAR MANUFACTURING EXTRACTION, LLC,

Appellant,

v.

LEASING INNOVATIONS, INCORPORATED,

Appellee.

Appeal pursuant to Fla. R. App. P. 9.130 from the from the County Court for Hendry County.
Robert Ostrov, Judge.

September 4, 2026

WOZNIAK, J.

Star Manufacturing Extraction, LLC (“Star”) appeals the order granting Leasing Innovations, Incorporated’s motion to dismiss for improper forum. Star argues that the trial court erred in dismissing its complaint because the forum selection clause of the parties’ equipment lease agreement (the “Agreement”) is inapplicable as Star’s complaint does not implicate the Agreement. We agree. The allegations in Star’s complaint concern upfront fees and costs that Leasing

Innovations required Star to pay as a “prerequisite” to their contractual relationship. The Agreement’s embedded forum selection clause is thus not implicated by the suit.

Star’s complaint alleged that it sought funding from Leasing Innovations to enable Star to fulfill its payment obligations under the Agreement. As a precondition to Leasing Innovations’ agreement to finance Star’s equipment, Leasing Innovations required Star to pay upfront fees and charges, which Star paid. Leasing Innovations thereafter did not provide funding and refused to refund the fees and charges Star had paid.

Star alleged that Leasing Innovations had no intention of actually providing Star with any funding. These allegations culminated with a three-count complaint: Count I alleged civil theft; Count II alleged a violation of Florida’s Deceptive and Unfair Trade Practices Act; and Count III alleged unjust enrichment.

Leasing Innovations moved to dismiss the complaint, citing the forum selection clause contained in the Agreement:

JURISDICTION. This Lease shall be binding when accepted in writing by the Lessor. The Lessee agrees that the interpretation, construction and validity of this Lease may be governed by the laws of the Commonwealth of Massachusetts where the Lessor has a place of business. The Lessee hereby voluntary [sic] consents to the jurisdiction of any Federal or State court, in Suffolk County, Massachusetts, with respect to any legal action commenced hereunder. *The Lessee agrees that the election of law and forum is specifically reserved to, and, at the option of Lessor, and Lessee may request in writing election by Lessor.*

(Emphasis added).¹ Relying on the emphasized portion above, Leasing Innovations asserted in its motion that it “elects to make use of its reservation to select Suffolk County, Massachusetts as the proper forum wherein this dispute should be resolved, and Plaintiff’s case should be dismissed for improper forum.”

Star responded that because its complaint sounded solely in tort and did not implicate the Agreement—there was no term in the Agreement obligating Leasing Innovations to finance the transaction—the forum selection clause of the Agreement was irrelevant. It also contended that the forum selection clause was permissive and not mandatory because it lacked words of exclusivity. Following a hearing, the trial court found that the allegations of the complaint “are inextricably intertwined with the written agreement between the Parties as identified in Defendant’s Motion to Dismiss” and that the forum selection clause is “controlling between the Parties and

¹ Star challenges the trial court’s consideration of the leasing agreement attached to the motion to dismiss as being outside the four corners of the complaint. However, because Leasing Innovations challenged that Florida was not the correct forum, the trial court’s consideration of the leasing agreement was proper. *See Brugal v. City of Naples*, 418 So. 3d 758, 763 (Fla. 6th DCA 2025) (“[A] court is permitted to consider evidence outside the four corners of the complaint where the motion to dismiss challenges subject matter jurisdiction or personal jurisdiction, or where the motion to dismiss is based upon forum non conveniens or improper venue.” (citation modified) (quoting *Steiner Transocean Ltd. v. Efremova*, 109 So. 3d 871, 873 (Fla. 3d DCA 2013) (“A motion to dismiss based on a contractual forum selection clause is similar, in many respects, to a motion to dismiss for improper venue. We can discern no reason for treating them differently for purposes of applying the exception to the ‘four corners’ rule.”))).

that the appropriate forum for disputes arising under the agreement is Suffolk County, Massachusetts.” It granted Leasing Innovations’ motion to dismiss based upon improper forum, without prejudice to Star to pursue its claims in Massachusetts under the terms of the Agreement. This was error.

We first observe that our standard of review proceeds *de novo* because this issue presents a question of contract interpretation. *See Pial Holdings, LTD v. Riverfront Plaza, LLC*, 379 So. 3d 547, 551 (Fla. 6th DCA 2024). With that standard in mind, we turn now to address the argument on appeal.

Star argues that the forum selection clause contained in the Agreement does not apply to its claims. Star is correct.

Whether the forum selection clause is properly applied to the claims at issue is dependent upon its plain language. This Court “follow[s] the supremacy-of-text principle—namely, the principle that the words of a governing text are of paramount concern, and what they convey, in their context, is what the text means.” *16205 Captiva Dr., LLC v. Levinson as Co-Tr. of 16201 Captiva Dr. Land Tr. dated Mar. 29, 2010*, 418 So. 3d 751, 755 (Fla. 6th DCA 2025) (quoting *Ham v. Portfolio Recovery Assocs., LLC*, 308 So. 3d 942, 946 (Fla. 2020)).

The forum selection clause of the Agreement applies only to those suits “commenced hereunder.” Because the determinative phrase “commenced hereunder” is not defined in the contract, dictionaries are properly consulted for

evidence of its plain meaning. *See Levinson*, 418 So. 3d at 755. “Commence” is defined as “to begin; start.” *See, e.g., Commence, The American Heritage Dictionary of the English Language* (5th ed. 2022), <https://www.ahdictionary.com/word/search.html?q=commence> (last visited June 23, 2026); *Commence, Dictionary.com*, <https://www.dictionary.com/browse/commence> (last visited June 23, 2026). “Hereunder” is defined in *Black’s Law Dictionary* (12th ed. 2024), as meaning “[i]n accordance with this document” or “[l]ater in this document.” *See also Hereunder, Merriam-Webster Online Dictionary*, <https://www.merriam-webster.com/dictionary/hereunder> (last visited July 24, 2026) (defining hereunder as “under or in accordance with this writing or document”); *Terra Int’l, Inc. v. Miss. Chem. Corp.*, 119 F.3d 688, 692 (8th Cir. 1997) (observing that “in this contractual context, ‘hereunder’ typically signifies ‘under the agreement’ . . .”).

Applying these definitions to the phrase at issue, the forum selection clause applies only to suits based on the Agreement, and Star’s suit, which was based solely on breached promises that predated the Agreement, was not. Simply stated, Star’s claims were not a legal action “commenced hereunder” as required for the forum selection clause of the Agreement to be triggered.²

² Because we determine that the forum selection clause is inapplicable to Star’s claims, we decline to address whether the forum selection clause is mandatory or permissive. Additionally, we express no opinion as to the merits of Star’s claims.

REVERSED and REMANDED.

TRAVER, C.J., and SMITH, J., concur.

Casey H. Cusick, of The Dickerson Law Group, P.A., Naples, for Appellant.

S. Matthew Keen, of Peterson & Myers, P.A., Lakeland, for Appellee.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING
AND DISPOSITION THEREOF IF TIMELY FILED