

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

BRIAN STYLES,

Plaintiff,

vs.

Case No.: 09-043833 (02)

MOVIE STAR MUSCLECARS, INC.,
a foreign Corporation, GARY PRONMAN
Individually, and DAN PRONMAN,
Individually.

Defendants.

ORDER GRANTING
PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS

THIS CAUSE having come before this Court on July 8, 2010, upon Plaintiff's Motion for Attorney's Fees and Costs, served and filed pursuant to § 57.105 of the Florida Statutes, and this Court having reviewed the Motion, the record, and hearing argument of counsel, hereby notes the following:

1. Plaintiff initiated this action on August 7, 2009, to recover damages arising from a purchase and sale transaction for a classic car, and alleged fraud incident thereto.

2. After service of process, the Complaint was amended. On October 13, 2009, the Defendants GARY PRONMAN and DAN PRONMAN served on Plaintiff their Motion to Abate Amended Complaint and Motion to Dismiss Amended Complaint and Memorandum of Law (hereinafter "Defendants' Motion"), to which both Defendants GARY PRONMAN and DAN PRONMAN verified the facts stated therein under penalty of perjury.

3. Defendants' Motion was bifurcated into two sections. In the "Motion to Abate" section, Defendants GARY PRONMAN and DAN PRONMAN substantially argued that this action should be abated because all relevant factors favored Canada as an adequate alternative forum with jurisdiction because the proper defendant for this action is MOVIE STAR MUSCLECARS, INC., to wit: Defendant MOVIE STAR MUSCLECARS, INC. is a Canadian corporation and maintains an office for the transaction of its customary business in Canada, at all times material hereto the subject motor vehicle in dispute was in Canada and is in Canada, the

funds in controversy for the purchase of said motor vehicle were wired to Defendant MOVIE STAR MUSCLECARS, INC.'S bank account in Canada, and Defendant MOVIE STAR MUSCLECARS, INC. does not have any registered agent or office in the United States.

4. In addition to arguing for an abatement of this action based upon the Canadian corporation, the "Motion to Dismiss Section" Defendants GARY PRONMAN and DAN PRONMAN substantially set forth a corporate immunity defense for themselves personally stating "[t]he Canadian corporation, Movie Star Musclecars, insulates the individuals, Gary Pronman and Dan Pronman and, therefore, the suit against them individually must be dismissed."

5. Thus, in the "wherefore clause" of Defendants' Motion, Defendants GARY PRONMAN and DAN PRONMAN substantially asked this Court to abate this action based upon the Canadian corporate defendant and the Canadian *situs* of the subject transaction; and to dismiss the action against Defendants GARY PRONMAN and DAN PRONMAN personally "due to the existence of a valid Canadian corporation."

6. After some discovery was conducted on the issues of jurisdiction and venue, on November 18, 2009, Plaintiff served Defendants with the instant Motion for Attorney's Fees and Costs pursuant to § 57.105(4), providing Defendants and their counsel at the time, Mark P. Bockstein, with the statutory safe harbor period within which to withdraw their defenses as to jurisdiction and venue.

7. The Defendants did not withdraw their motion to dismiss, and Plaintiff proceeded with additional discovery on those issues. As of December 23, 2009, both Defendant GARY PRONMAN and DAN PRONMAN revealed in their respective answers to interrogatories that they resided, at least part time, in Broward County, Florida. Notwithstanding the foregoing, multiple hearings have occurred before this Court on venue and personal jurisdiction discovery.

8. On May 19, 2010 and May 25, 2010, Defendants' newly substituted counsel wrote to Plaintiff's counsel advising Plaintiff's counsel that the Defendants were waiving their jurisdiction and venue defenses so as to best dedicate the Defendants' resources. Subsequently, at the June 3, 2010 hearing, Defendants GARY PRONMAN and DAN PRONMAN advised the Court that they were voluntarily withdrawing Defendants' Motion. By withdrawing Defendants' Motion, the issues of jurisdiction and venue were removed.

9. At the instant hearing, Plaintiff presented a sampling of the evidence obtained through discovery, illustrating this Court's personal jurisdiction over the Defendants and that Broward County is an appropriate venue.


10. Based upon this Court's familiarity with this case, which, in part, takes into consideration Plaintiff's factual representations and legal arguments, it is hereupon.

ORDERED AND ADJUDGED as follows:

A. That Plaintiff's Motion for Attorney's Fees and Costs be and the same is hereby **GRANTED**.

B. This Court finds that the Defendants' motion to dismiss objecting to this Court's jurisdiction and venue was not supported by the facts, and the Defendants and their counsel, Mark P. Bockstein, knew or should have known this to be the case at the time the defense was raised.

C. Plaintiff is entitled to recover his attorney's fees and costs incurred in having to rebut the Defendants' motion, to be paid in equal amounts by the Defendants and Mark P. Bockstein, in accordance with § 57.105(1), Fla. Stat., in an amount to be set by this Court after receiving appropriate evidence of same.

D. This Court's Order is subject to the pending Defendants' Motion for Reconsideration or Clarification which was filed on July 19, 2010 and amended on July 20, 2010. 

JOHN B. BOWMAN

SEP 15 2010

By: A TRUE COPY
HONORABLE JOHN B. BOWMAN
CIRCUIT COURT JUDGE

Copies furnished to:

Edward J. O'Sheehan, Esq., Counsel for Plaintiff
Lorne A. Kaiser, Esq., Counsel for Defendants
Mark P. Bockstein, Esq., Former Counsel for Defendants