SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. ARLENE P. BLUTH** **PART** **IAS MOTION 14**

Justice

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STANDLEE PREMIUM PRODUCTS, LLC D/B/A STANDLEE PREMIUM WESTERN FORAGE, BSAK RANCH LLC,

Plaintiff,

- v -

WGST, INC.,WGST PRODUCTIONS INC.,DANIEL DAILEY, LAURA HOLLANDER, MICHAEL HUDSON, LORIANN PARINELLO

Defendant.

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INDEX NO. 654230/2020

MOTION DATE 11/20/2020

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 15, 16, 17, 18, 19, 20, 21, 24, 25, 26

were read on this motion to/for DISMISSAL.

The motion by defendant Hollander to dismiss based on lack of personal jurisdiction or on the doctrine of forum non conveniens is denied.

Background

Plaintiff Standlee is an Idaho-based farm that cultivates various forage crops including alfalfa and timothy grass. Plaintiff BSAK is ranch that produces grass-fed beef in Texas. Plaintiffs allege that in March 2019, defendant Hollander (Executive VP for defendants WGST and WGST Productions) contacted the marketing manager for plaintiff Standlee about Standlee sponsoring an episode of a television show called Farmhouse Life.

Hollander allegedly quoted the price for the sponsorship to be between $20,000 and $60,000. Standlee claims that it declined the offer and Hollander attempted to secure a deal for

between $12,000 and $15,000. Plaintiffs claim that WGST and Standlee signed a contract on March 28, 2019 for WGST to produce video segments with footage of Standlee to be aired on three television networks and obligated WGST to turn over all footage in exchange for $15,000.

Plaintiffs claim that Standlee wired the $15,000 to WGST Productions, WGST filmed footage of Standlee in June 2019, and later that same month, June 2019, Hollander filed a notice of dissolution for WGST in Florida. Plaintiffs claim that WGST never provided any footage to Standlee, it did not air an episode of Farmhouse Life featuring Standlee and it did not return the $15,000 plaintiff wired to WGST. Plaintiffs allege that a similar series of events took place with BSAK and that BSAK wired $15,000 to WGST but never received footage or a refund.

Defendant Hollander claims that this Court lacks personal jurisdiction over her. She asserts that she is a Florida resident (as are all the other individual defendants), that plaintiff Standlee is an Idaho company and defendant BSAK is a Texas company. Hollander maintains that none of the alleged tortious conduct took place in New York. She insists that the only connection to New York are the forum selection clauses in the contracts that plaintiffs had with the two corporate defendants. Hollander notes that she is not a party to either of these contracts.

In opposition, plaintiffs argue that the Court can properly exercise long-arm jurisdiction over defendant Hollander. They insist that Hollander, as an officer of the corporate defendants, cannot insulate herself from personal jurisdiction where the contract contained a specific forum selection clause selecting New York. Plaintiffs also contend that the other branches of Hollander's motion, to dismiss on forum on conveniens grounds and to dismiss the second through fifth causes of action, should be denied.

Hollander did not submit a reply.

Personal Jurisdiction

"CPLR 302 codifies the basis for in personam jurisdiction in New York against nondomiciliaries. The salient consideration, again, is whether the assertion of jurisdiction comports with due process. Even if a defendant has engaged in purposeful acts in New York, there must also exist a substantial relationship between those particular acts and the transaction giving rise to the plaintiff's cause of action" (*Pramer S.C.A. v Abaplus Intern. Corp.*, 76 AD3d 89, 95, 907 NYS2d 154[1st Dept 2010] [internal quotations and citation omitted]).

"To comport with due process, [t]here must also be proof that the out-of-state defendant has the requisite 'minimum contacts' with the forum state and that the prospect of defending a suit here comports with traditional notions of fair play and substantial justice. The 'minimum contacts' requirement is satisfied where 'a defendant's 'conduct and connection with the forum State' are such that it 'should reasonably anticipate being haled into court there" (*Deutsche Bank AG v Vik*, 163 AD3d 414, 415, 81 NYS3d 18 [1st Dept 2018] [internal quotations and citations omitted]).

Here the Court finds that it can exert personal jurisdiction over defendant Hollander. It is undisputed that the contract between Standlee and WGST provided an exclusive forum selection clause that directed that any dispute had to be brought in New York, NY (NYSCEF Doc. No. 2). That same contract lists a New York office for WGST in Manhattan (and two Florida locations) and states that Hollander was to be the producer (*id.*). The BSAK contract also contains references to New York, the same forum selection clause, and specifically mentions defendant Hollander (NYSCEF Doc. No. 5).

Plaintiffs' theory is that the individual defendants pretended to be "well-connected NYC television producers" in an effort to induce plaintiffs into wiring money when they never

intended on following through with the contract. The parties clearly agreed to litigate disputes about this case in New York. Although Hollander may not have actually conducted any work in New York, she was part of purportedly inducing plaintiffs to enter into contracts with companies based in New York and that had a forum selection clause. That makes jurisdiction over her proper (*First Manhattan Energy Corp. v Meyer*, 150 AD3d 521, 522, 56 NYS3d 28 [1st Dept 2017] [holding that the Court properly exercised jurisdiction over defendant despite the fact that he was not named in the contract, and lived (and worked) outside the state]).

The Court observes that under Hollander's theory, plaintiffs would have to bring multiple lawsuits in multiple jurisdictions to assert its claims. They would have to bring claims against the corporate defendants in this county due to the forum selection clause and then seek out other forums for the individual defendants. The purpose of long-arm jurisdiction is to ensure that defendants are provided with due process and that they face claims in places where one might reasonably expect to face a lawsuit. It was never intended to help defendants force plaintiffs to play whack-a-mole and bring multiple cases around the country. The fact is that the contracts picked New York for both the choice of law and the forum where disputes are to be brought. They also both specifically mention Hollander. She cannot credibly assert that she does not have the minimum contacts with New York state necessary for plaintiffs to bring this case against her.

Forum Non Conveniens

"In determining whether an action should be dismissed for forum non conveniens, plaintiff's choice of forum is entitled to strong deference. Among the factors to consider are the residence of the parties, the location of evidence and witnesses, the burden on the New York courts, where the transaction giving rise to the cause of action took place, the applicability of

foreign law, and the connection of the action with New York" (*JTS Trading Ltd. v Asesores*, 178 AD3d 507, 114 NYS3d 73 [1st Dept 2019]).

Here, the contracts at issue (NYCEF Doc. Nos. 2, 5) include both a choice of law provision indicating that New York law applies and a forum selection clause directing that disputes had to be brought in Manhattan. That constitutes a connection to New York sufficient to deny this branch of Hollander's motion. The Court is unable to ignore these clear and unambiguous provisions. This branch of the motion is denied.

Motion to Dismiss

Hollander also argues that all of plaintiffs' claims except for breach of contract should be dismissed because they are duplicative. Plaintiffs assert that they are entitled to plead these claims in the alternative. The Court agrees with plaintiffs.

Plaintiffs' theory is that defendants conspired to take plaintiffs' money and then immediately dissolve the corporate entities while reporting to governmental bodies that no debt was outstanding. The goal was, according to plaintiffs, "to take the money and run." Discovery may reveal that these claims should be dismissed but plaintiff is entitled to pursue these causes of action in the alternative at this stage of the litigation.

Accordingly, it is hereby

ORDERED that the motion by defendant Hollander to dismiss is denied and she is directed to answer pursuant to the CPLR.

Remote Conference: March 1, 2021.

11/23/2020
DATE

ARLENE P. BLUTH, J.S.C.

CHECK ONE:		CASE DISPOSED			X	NON-FINAL DISPOSITION	
		GRANTED	X	DENIED		GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE