

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

DOUGLAS A. WILLIS, P.A.,

Appellant,

v.

MONICA WEBSTER,

Appellee.

APPELLATE DIVISION (CIVIL)

Case No.: 502008AP000018XXXXMB

L.T.: 502007CC012205XXXXMB

Division: 'AY'

Opinion filed: Sept. 16, 2009

**Appeal from the County Court in and for Palm Beach County,  
Judge Nancy Perez.**

For Appellant: Douglas A. Willis, Esq., 2000 PGA Blvd., Suite 3130, North Palm Beach,  
FL 33408.

For Appellee: Monica Webster, pro se, 2 Nimitz Place, Old Greenwich, CT 06870.

PER CURIAM.

REVERSED and REMANDED.

Appellant, Douglas A. Willis, P.A., filed a complaint against Appellee, Monica Webster, alleging that Webster owed \$14,500.00 for the law firm's handling of legal matters on her behalf. Webster filed a motion to dismiss, alleging that she was a resident of Connecticut and the services were provided in Broward County. The court held a hearing and granted the motion to dismiss, ruling that that section 47.011, Fla. Stat., does not apply to non-residents and the residence of the Defendant at the time of the lawsuit is controlling for venue purposes. The court then dismissed the case for improper venue. The court cited *Valle v. Mador*, 478 So. 2d 416 (Fla. 3d DCA 1985) for the proposition that the residence of the Defendant at the time the lawsuit was filed controls for venue purposes. However, that case held that a defendant who is a

non-resident of Florida at the time the cause of action accrues, but becomes a resident by the time suit is filed, can utilize section 47.011, which provides that a cause of action shall be brought only in the county where the defendant resides. *Valle v. Mador* is therefore inapplicable to the instant case. Willis correctly argues that venue is appropriate in the county where the law firm is located. *Hewitt v. Russo & Graham*, 745 So. 2d 497 (Fla. 1st DCA 1999) (holding that where contract for legal services does not specify a place for payment, the general rule applies that the money was payable at the creditor's residence).

The order further stated that "[T]he contract does not have a venue provision. Therefore, venue on a contract exists where the Court can secure jurisdiction of the person." Since the motion to dismiss was granted, it appears that the trial court determined that it could not secure jurisdiction over Webster. Webster's "Answer and Motion to Dismiss" does not contain the requisite affidavit in support of her position. See *Woods v. Nova Companies Belize Ltd.*, 739 So. 2d 617 (Fla. 4th DCA 1999). Furthermore, Webster admits that she hired Willis to handle legal matters for her in Florida, and incorrectly asserts that this is not enough to provide the court with jurisdiction. There does not appear to be any dispute in the record or briefs that the fees would be paid to Willis in Florida, and that the law firm's office is located in Palm Beach County. *Smith Architectural Group, Inc. v. Dehaan*, 867 So. 2d 434 (Fla. 4th DCA 2004) (finding personal jurisdiction where nonresident defendant had contacted firm in Florida to perform services in Florida, met with firm in Indiana, and had mailed executed agreement back to Florida but then refused to pay). The court therefore had personal jurisdiction over Webster. The order further stated that "Defendant claims...that she was served in Connecticut where she resides." (R. 39). It thus appears that service of process was also proper. An action against a nonresident may be brought in any county in Florida. *E.g., Kauffman v. King*, 89 So. 2d 24 (Fla. 1956).

Therefore, venue was proper. Accordingly, the order granting the motion to dismiss is set aside and this cause is reversed and remanded for further proceedings consistent with this opinion.

BARKDULL, HAFELE, and SASSER, JJ., concur.