

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

**HANCOCK BANK,
successor by merger to
Hancock Bank of Florida,**

Plaintiffs,

vs.

CASE NO. 4:11-cv-282/RS-WCS

**MONTE CRISTO OF TALLAHASSEE, INC,
MONTE CRISTO OF TALLAHASSEE No. 1, LLC,
MONTE CRISTO OF TALLAHASSEE No. 2, LLC,
MONTE CRISTO OF TALLAHASSEE No. 3, LLC,
MONTE CRISTO OF TALLAHASSEE No. 4, LLC,
HOSSEIN GHAZVINI,
BEHZAD GHAZVINI,
MEHRAN P. GHAZVINI,**

Defendants.

ORDER

Before me are Defendants' Motion to Dismiss for Lack of Jurisdiction and Venue (Doc. 40) and Plaintiff's Response in Opposition (Doc. 46).

This resolution of this matter turns on the interpretation of certain promissory notes, assumption agreements, and guarantees executed by Defendants and Plaintiff.

The initial loan agreement (Doc. 1, Attach.1, p. 4) contains the following language:

Venue and Governing Law

Borrower waives any "venue privilege" and/or "diversity of citizenship privilege" which Borrower may now or may have in the future, and does hereby specifically agree, notwithstanding the provision of any state or federal law to the contrary, that the venue for the enforcement, construction or interpretation of this note shall be Leon County, Florida,

and the undersigned hereby specifically waives the right to sue or be sued in the court of any other county in the State of Florida, any court in any other state or country or in any federal court, or in any state or federal administrative tribunal.

The renewal promissory note (Doc. 1, Attach. 3, p. 1) is less restrictive. It provides the following:

“CHOICE OF VENUE: If there is a lawsuit, Borrower agrees upon Lender’s request to submit to the jurisdiction of the courts of Leon County, State of Florida.”

In light of the arguments presented, the interpretation of these provisions is clear. Plaintiff is correct in that the provisions act to waive the borrower’s venue privilege. There are no words indicating reciprocity in waiver, and they do not limit Plaintiff’s choice of forum.

The Motion (Doc. 40) is **DENIED**.

ORDERED on October 18, 2011.

/S/ Richard Smoak
RICHARD SMOAK
UNITED STATES DISTRICT JUDGE