

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

MARK W. DOBRONSKI,

Plaintiff,

v.

Case No. 5:25-cv-10168

Hon. Judith E. Levy

Mag. Elizabeth A. Stafford

ADVISORWORLD.COM,
INC., *et al.*,

**DEFENDANT ADVISORWORLD.COM INC.'S MOTION TO DISMISS
PURSUANT TO FED. R. CIV. P. 12(b)(1), FED. R. CIV. P. 12(b)(6), AND
THE DOCTRINE OF *FORUM NON CONVENIENS***

Defendant Advisorworld.com, Inc., by and through its counsel, The Miller Law Firm, P.C., hereby requests that this Court grant its Motion to Dismiss Plaintiff Mark W. Dobronski's Complaint pursuant to Fed. R. Civ. P. 12(b)(1), Fed. R. Civ. P. 12(b)(6), and the doctrine of *forum non conveniens* for the reasons detailed in the attached brief.

Pursuant to LR 7.1(a), the undersigned counsel certifies that on August 25, 2025, Counsel met and conferred with Plaintiff via telephone in good faith to explain the bases of this motion. Concurrence was denied, necessitating the filing of this motion.

Dated: August 25, 2025

Respectfully Submitted:

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BRIEF IN SUPPORT

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STATEMENT OF ISSUES PRESENTED

1. Should this Court dismiss the Complaint pursuant to the doctrine of *forum non conveniens* where Plaintiff consented to the exclusive jurisdiction of the courts of Ontario, Canada?

Advisorworld.com Answers: Yes.

2. Should this Court dismiss the Complaint pursuant to Fed. R. Civ. P. 12(b)(1) because Plaintiff lacks standing under the terms of the applicable statutes?

Advisorworld.com Answers: Yes.

3. Should this Court dismiss the Complaint pursuant to Fed. R. Civ. P. 12(b)(6) where Plaintiff fails to state valid claims under the applicable statutes?

Advisorworld.com Answers: Yes.

MOST CONTROLLING AUTHORITY

- *Fteja v. Facebook, Inc.*, 841 F. Supp. 2d 829 (S.D.N.Y. 2012)
- *Hall v. Xanadu Mktg., Inc.*, 682 F. Supp. 3d 1278 (N.D. Ga. 2023)
- *Stewart v. Dow Chem. Co.*, 865 F.2d 103 (6th Cir. 1989)
- *Wong v. PartyGaming, Ltd.*, 589 F.3d 821 (6th Cir. 2009)
- 47 C.F.R. § 64.1200(f)(15)(ii)
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INTRODUCTION

Plaintiff Mark W. Dobronski (“Dobronski”) initially filed this lawsuit alleging six violations of the federal Telephone Consumer Protection Act (“TCPA”), Michigan Home Solicitation Sales Act (“MHSSA”), and Michigan Telephone Companies as Common Carriers Act (“MTCCCA”). Dobronski has now filed an amended complaint alleging three additional TCPA violations. A brief search of public records reveals Dobronski is a serial litigant under the TCPA and related state statutes. But contrary to the story Dobronski tells in his Complaint, this lawsuit stems not from cold calls to an unwitting consumer, but from a direct, documented inquiry Dobronski himself initiated and submitted to induce contact.

This case is subject to dismissal on three independent grounds. First, this Court is an improper forum for this dispute. Defendant’s records, confirmed through IP address logs, establish that Dobronski personally completed an online inquiry form on Defendant’s website. As a mandatory condition of submitting that inquiry, Dobronski was required to, and did, affirmatively assent to the website’s Terms of Use and Privacy Policy. Those terms contain a clear, unambiguous forum-selection clause mandating that the courts of the Province of Ontario, Canada, have exclusive jurisdiction over claims arising from the parties’ interaction. Dobronski contractually bargained away his right to sue in this or any other American court, and this action should be dismissed on that basis alone under the doctrine of *forum non conveniens*.

Second, even if this Court were an appropriate forum for the case, Plaintiff lacks standing to bring his claim under the applicable statutes. The Complaint is fatally undermined by the very conduct that precipitated it. By completing the online form and requesting information, Dobronski created an “established business relationship” as that term is defined by the Federal Communications Commission at 47 C.F.R. § 64.1200(f)(6). Moreover, by accepting the Terms of Use which disclosed the possibility of being called, Dobronski gave his “prior express written consent” – the highest form of consent recognized under the TCPA and its implementing regulations at 47 C.F.R. § 64.1200(f)(9).

Third, for the same reasons, he has failed to state a viable claim under any applicable statute.

Dobronski cannot solicit a business relationship, provide express consent to be contacted, agree to a Canadian forum, and then claim to be an aggrieved victim of unsolicited telemarketing in a Michigan federal court. Accordingly, the Complaint must be dismissed with prejudice.

STATEMENT OF FACTS

Defendant Advisorworld.com was “founded with a clear mission: to provide premium, meticulously fact-checked content that serves both beginners and seasoned investors alike.” See <https://annuityrateshq.com/about-us>. As part of Advisorworld.com, its related entity, AnnuityRatesHQ.com, “offer[s] consumers

unparalleled access to the best annuity rates and expert guidance on all things related to annuities.” *Id.* Dobronski claims that on the morning of January 9, 2025, he began receiving calls from an unknown caller with the phone number 810-433-0268. Compl. ¶ 73, ECF No. 1, PageID.18. *See also* Compl. ¶ 62-63, ECF No. 1, PageID.16 (explaining Dobronski’s unverified belief that Advisorworld.com uses a random number generator to dial phone numbers). This claim has no basis in fact. As Dobronski also alleges, when he answered Call 4, the message he heard stated that the caller was “*following up on your request for annuity rates.*” Compl. ¶ 74, ECF No. 1, PageID.18 (emphasis added). Therein lies the truth of this lawsuit.

In fact, Dobronski had actually visited AnnuityRatesHQ.com several times late into the night on January 8, 2025, the night before he complains he began receiving calls from Advisorworld.com. **Exhibit A – Decl. of Galen Weston, ¶ 15.** Based on the IP address logging system Advisorworld.com uses, he accessed one of a number of pathways from the main page that lead to an inquiry form to learn more about current annuity rates through an annuity report. *Id.*, ¶ 6-8. As discussed in the Weston Declaration, the inquiry form requests the user input detailed financial and demographic information about the type of annuity product in which they are interested, their gender, source of funding, age, location, and the amount they are looking to invest before reaching the following page:

Basic Info*
To send the generated report. We need your contact information.

First Name*

Last Name*


Email*

Phone Number*

I acknowledge that a verification call will be made to confirm the provided details.

[Back](#) [Generate](#)

See <https://annuityrateshq.com/report-builder> (as of January 8, 2025). This page asks for personal identifying information, including the user’s phone number and email address, and prompts the user in clear, unambiguous language that they acknowledge they will be called to verify the provided details. Prominently featured at the bottom of every page is a link to the Privacy Policy and Terms and Conditions:

 AnnuityRatesHQ
1-800-461-4085
support@annuityrateshq.com
1317 Edgewater Dr #1686 Orlando, FL 32804

[Resources & Articles](#)
Annuity Blog
Annuity Basics
Annuity Rates
Annuity Provider Reviews
Annuity Database

[Annuity Report](#)
Instant Annuity Report

[About](#)
Company
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The Privacy Policy therein refers to Advisorworld.com’s ownership and operation of the site, and contains conspicuous notice that the user is consenting that to any calls to or from Advisorworld.com may be recorded:

- **Call Recording for Training and Quality Assurance** By using this site and agreeing to our Privacy Policy when submitting a web form, you acknowledge and consent that any calls made to or from our organization may be recorded for training, monitoring, and quality assurance purposes. These recordings are used solely to improve our services and ensure the highest standards of customer care.

Id. Moreover, the Privacy Policy contains the following legal notice, which unequivocally gives the user notice that Canadian Law applies to this interaction:

- **Notice to Persons Outside of Canada** This Privacy Notice is governed by the laws of Ontario, Canada and applicable provincial law. By submitting personal information to us, you understand that your personal information will be subject to the laws of Ontario, Canada.

Id. When the user clicks the “Terms and Conditions” button at the bottom of the page, they are directed to Advisorworld.com’s Terms, which begin with the following admonition to the user:

AdvisorWorld.com Inc. Website(s) Terms of Use

1. Introduction

1. These terms of use explain how you may use this website (the "Site"). References in these terms to the Site includes the following websites: www.advisorworld.com and any other sites operated by AdvisorWorld.com Inc. and all associated web pages. You should read these terms and conditions carefully before using the Site. By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these terms and conditions and the documents referred to in them. If you do not agree with or accept any of these terms, you should cease using the Site immediately. If you have any questions about this website, please contact support@advisorworld.com

See <https://advisorworld.com/advisor-terms-of-use/>. As the user reads these terms, they reach the following notice, again unequivocally stating Canadian law applies to the parties' interaction, and agreeing to the exclusive jurisdiction of Canadian Courts:

7. These terms and conditions shall be construed in accordance with and governed by the laws in effect within Ontario, and the parties attorn to the exclusive jurisdiction of the Courts of Ontario.

Id. Once done reading these terms, the user can return to the contact information page and click the “Generate Report” button.¹

Once a user clicks that button, they are directed to the following page, which also indicates that the user will be called to verify their identity and walk through the generated annuity report in a “private 1:1 session”:




¹ According to Advisorworld.com's IP address logging program, the IP address used to submit the “Stanley Norris” inquiry returned to the website on January 10, 2025, seven days before this lawsuit was filed, and spent several minutes reviewing both the Privacy Policy and Terms and Conditions.

Annuity Report Generator

Comprehensive Comparison of All Annuities

Verification

Your Report Status
Track the status of your annuity report and what's next.

-  **Annuity Report - Requested**
We have received your request and started the process.
-  **Phone Verification - Awaiting (Est. time 2 minutes)**
Please answer our phone call to verify your identity. Your annuity report cannot be created without this step.
-  **Expert Walkthrough**
Once verified, an annuity expert will walk you through your custom results in a private 1:1 session.

See <https://annuityrateshq.com/report-builder?currentProductId=68685d18e75bc0cffb9fc12a>.

This process is required in order to receive a call from Advisorworld.com through the report generator inquiry form. After this, the user can answer the call, confirm their information, and receive their report. Based upon the records of Advisorworld.com, Dobronski completed this process at least three separate times, under three distinct aliases, using three phone numbers. Ex A, ¶¶ 17-18, 29(a). Through this process, Dobronski received the calls he complains of in this lawsuit. Ex. A, ¶ 18 (identifying “Stanley Norris” lead).²

² Dobronski has since changed tactics, submitting two more inquiries through the website’s “Contact Us” form, posing as a financial advisor interested in subscribing to a lead referral program. Ex. A, ¶¶ 29(b)-(c).

LEGAL STANDARDS

A. Forum Non Conveniens

“[P]arties may enforce a forum selection clause under the common law doctrine of *forum non conveniens*.” *VCST Int’l B.V. v. BorgWarner Noblesville, LLC*, 142 F.4th 393, 400 (6th Cir. 2025) (internal quotation omitted). The doctrine vests discretion with the district courts whether to dismiss a suit where a more convenient venue exists. *Id.* (citing *Sinochem Int’l Co. v. Malaysia Int’l Shipping Corp.*, 549 U.S. 422, 429 (2007)). When considering a motion to dismiss under the doctrine of *forum non conveniens*, federal courts typically analyze three components: “(1) the court determines the degree of deference owed the plaintiff’s forum choice, [] then asks if the defendant has met its burden of (2) showing an adequate alternative forum, and (3) showing that the plaintiff’s chosen forum is unnecessarily burdensome based on a balancing of public-interest and private-interest factors.” *Lakeside Surfaces, Inc. v. Cambria Co., LLC*, 16 F. 4th 209, 214-15 (6th Cir. 2021) (quoting *Boiling v. Prospect Funding Holdings, LLC*, 771 F. App’x 562, 568 (6th Cir. 2019)) (internal quotation omitted).

However, “[t]he calculus changes[] when there is a valid and enforceable forum selection clause.” *Id.* at 215 (quoting *Atl. Marine Constr. Co. v. U.S. Dist. Ct. for the W. Dist. of Tex.*, 571 U.S. 49, 60-61 (2013)). “If the parties have included a valid forum-selection clause in their contract, the[] factors usually should lead a

court to pick the venue that the clause identifies. *VCST Int'l*, 142 F.4th at 400 (citing *Atl. Marine*, 571 U.S. at 62-63). This is because after a valid and enforceable forum-selection clause has been identified, Courts need only determine whether that forum is “available and adequate.” *Instituto Mexicano del Seguro Social v. Stryker Corp.*, 28 F.4th 732, 737 (6th Cir. 2022) (internal quotation omitted).

As the Sixth Circuit has noted, “circuit courts have suggested that district courts need not stick to the four corners of the complaint and can consider other evidence that the parties submit with the motion.” *Id.* (collecting cases).

B. Fed. R. Civ. P. 12(b)(1)

Motions to dismiss of lack of subject matter jurisdiction under Fed. R. Civ. P. 12(b)(1) fall into two categories: facial challenges and factual challenges. *United States v. Ritchie*, 15 F.3d 592, 598 (6th Cir. 1994). While a facial attack relies on the allegations of the complaint and is construed similarly to a motion under Fed. R. Civ. P. 12(b)(6), a “factual attack, on the other hand, is not a challenge to the sufficiency of the pleading's allegations, but a challenge to the factual existence of subject matter jurisdiction.” *Id.* When a defendant challenges the factual existence of subject matter jurisdiction, “no presumptive truthfulness applies to the factual allegations[.]” in the complaint. *Id.* (citing *Ohio Nat'l Life Ins. Co. v. United States*, 922 F.2d 320, 325 (6th Cir. 1990)). The District Court is therefore “empowered to resolve factual disputes.” *Rogers v. Stratton Indus., Inc.*, 798 F.2d 913, 915 (6th Cir. 1986) (internal

citation omitted). “Where subject matter jurisdiction is challenged under Rule 12(b)(1), [], the *plaintiff* has the burden of proving jurisdiction in order to survive the motion.” *Id.* In reviewing a motion under Fed. R. Civ. P. 12(b)(1), the “[C]ourt has wide discretion to allow affidavits, documents, and even a limited evidentiary hearing to resolve disputed jurisdictional facts.” *Ohio Nat’l*, 922 F.3d at 325; *see also RMI Titanium Co. v. Westinghouse Elec. Corp.*, 78 F.3d 1125, 1134 (6th Cir. 1996); *McElmurray v. Consol. Gov’t of Augusta-Richmond Cnty.*, 501 F.3d 1244, 1251 (11th Cir. 2007).

C. Fed. R. Civ. P. 12(b)(6)

On the other hand, district courts may grant a motion under Rule 12(b)(6) only if a complaint does not state a “plausible” claim for relief. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). When evaluating a complaint's plausibility, courts must accept its factual allegations as true and draw “all reasonable inferences in” the plaintiff's favor. *Rudd v. City of Norton Shores*, 977 F.3d 503, 511 (6th Cir. 2020).

Ordinarily, district courts also must restrict their review to the “four corners” of the complaint. *VCST Int’l*, 142 F.4th at 399. However, the Sixth Circuit “ha[s] also adopted a few exceptions to this default framework... [where] a district court may consider [outside-the-complaint] evidence without converting the motion to dismiss into a motion for summary judgment.” *Blackwell v. Nocerini*, 123 F.4th 479, 486 (6th Cir. 2024); *see also Stein v. HHGREGG, Inc.*, 873 F.3d 523, 528 (6th Cir.

2017); *Bassett v. Nat'l Coll. Athletic Ass'n*, 528 F.3d 426, 430 (6th Cir. 2008). One such exception allows district courts to “grant a motion to dismiss base on an outside-the-complaint exhibit if a complaint refers to the exhibit [or] if the plaintiff’s claim depends on it.” *Blackwell*, 123 F.4th at 487 (citing *Stein*, 873 F.3d at 528; *Bailey v. City of Ann Arbor*, 860 F.3d 382, 386-87 (6th Cir. 2017)). “The contrary rule would allow a plaintiff to get a weak claim past the pleading stage merely by failing to attach the exhibit that dooms the claim.” *Id.* (citing *Weiner v. Klais & Co.*, 108 F.3d 86, 89 (6th Cir. 1997)).

ARGUMENT

I. The Privacy Policy and Terms and Conditions Require This Suit to Be Brought in Ontario, Canada

“Because the presence of a valid and enforceable forum-selection clause alters the type of forum-non-conveniens analysis a court must apply it follows that a court must first ... determine whether a forum-selection clause is [] valid[] and enforceable.” *Lakeside*, 16 F.4th at 215 (citing *Azima v. RAK Inv. Auth.*, 926 F.3d 870, 874-76 (D.C. Cir. 2019)). Such a clause exists here.

As noted above and in the Declaration of Galen Weston, Dobronski visited, interacted with, and requested information from AnnuityRatesHQ.com, a website owned and operated by Advisorworld.com. **Ex. A – Weston Decl., ¶¶ 4, 15-30.** He would not have been called without having done so. *Id.* As discussed above, in doing so, he viewed, and therefore assented to, Advisorworld.com’s Privacy Policy and

Terms and Conditions. As noted, those terms vest exclusive jurisdiction over disputes between the parties in the courts of the province of Ontario, Canada. This process is more than sufficient to bind Dobronski to the forum-selection clause therein.

“[A] party may agree to [a website’s terms] when they have actual notice of the terms of the [] agreement or when notice of the terms is conspicuous enough to put a reasonably prudent person on inquiry notice and the person unambiguously manifests assent.” *Hu v. Whaleco, Inc.*, No. 23-cv-006962, --F. Supp. 3d--, 2024 WL 4481439, at *10 (E.D. Mich. October 1, 2024). “Courts around the country have recognized that [an] electronic ‘click’ can suffice to signify the acceptance of a contract[.]” *Meyer v. Uber Techs., Inc.*, 868 F.3d 66, 75 (2d Cir. 2017) (quoting *Sgouros v. TransUnion Corp.*, 817 F.3d 1029, 1033-34 (7th Cir. 2016)). “Nothing is automatically offensive about such agreements, as long as the layout and language of the site give the user reasonable notice that a click will manifest assent to an agreement.” *Id.* Courts distinguish between “clickwrap” or “click-through” agreements, which require a user to affirmatively click a checkbox before moving forward, and “browsewrap” agreements, which generally post terms and conditions on a website via a hyperlink at the bottom of the screen. *Id.* “Courts routinely uphold clickwrap agreements” because they require the user to manifest assent before continuing. *Id.* (citing *Fteja v. Facebook, Inc.*, 841 F. Supp. 2d 829, 837 (S.D.N.Y.

2012) (collecting cases)). In a browsewrap agreement, on the other hand, “the determination of the validity of the browsewrap contract depends on whether the user has actual or constructive knowledge of a website's terms and conditions.” *Id.* (quoting *Nguyen v. Barnes & Noble, Inc.*, 763 F.3d 1171, 1176 (9th Cir. 2014)).

In the instant case, Dobronski had actual notice of Advisorworld.com’s terms and conditions *before he filed this lawsuit*. Ex. A, Weston Decl., ¶ 26. Moreover, Dobronski would have been on inquiry notice of the forum selection clause at the time he filled out the web inquiry form. Dobronski is a sophisticated serial litigant and former Justice of the Peace in Arizona; he knows to look for the terms by which he might be bound. Moreover, they are reasonably conspicuous to the average user. In *Fteja v. Facebook*, the Southern District of New York analyzed similar issues and found that the case should be transferred to California due to a binding forum selection clause. 841 F. Supp. 2d at 844. Specifically, it analyzed:

There is no reason why that outcome should be different because Facebook's Terms of Use appear on another screen.... clicking the hyperlinked phrase is the twenty-first century equivalent of turning over the cruise ticket. In both cases, the consumer is prompted to examine terms of sale that are located somewhere else. Whether or not the consumer bothers to look is irrelevant. ‘Failure to read a contract before agreeing to its terms does not relieve a party of its obligations under the contract.’

Fteja, 841 F. Supp. 2d at 839-40 (citing *Carnival Cruise Lines, Inc. v. Shute*, 499 U.S. 585, 587 (1991) and quoting *Centrifugal Force, Inc. v. Softnet Commc’n Inc.*, 08-cv-05463, 2011 WL 744732, at *7 (S.D.N.Y. Mar. 1, 2011)).

As noted above, the Advisorworld.com Privacy Policy clearly states that Canadian law governs the parties' relationship and links to the website's general Terms and Conditions of Use, which unambiguously vest exclusive jurisdiction in the courts of the Province of Ontario, Canada. "Under Michigan's ordinary contract-law rules, courts must give effect to the intent of the parties to the agreement." *VCST, Int'l*, 142 F.4th at 401 (citing *Shay v. Aldrich*, 790 N.W.2d 629, 637 (Mich. 2010)). "If a contract contains unambiguous language, the courts must follow it as the authoritative evidence of the parties' intent." *Id.* Accordingly, a valid and enforceable forum-selection clause exists.

The Court must next determine that Ontario, Canada is an "available and adequate" forum. *Instituto Mexicano*, 28 F.4th at 737 (internal citation omitted). Adequacy of the foreign forum is a low bar: the Sixth Circuit "presume[s] that a foreign court will be an adequate forum[.]" *Id.* To overcome that presumption, the party opposing the forum-selection clause must show that the "foreign legal system's procedures and idiosyncrasies are so clearly inadequate that forcing a plaintiff to bring suit there would be unjust." *Id.* (internal citation omitted). That requires a showing that "the remedy provided by [it] is so clearly inadequate or unsatisfactory that it is no remedy at all." *Wong v. PartyGaming, Ltd.*, 589 F.3d 821, 830-31 (6th Cir. 2009) (quoting *Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 254 (1981)). The Sixth Circuit routinely upholds findings that foreign forums are adequate. *See, e.g., id.* at

831 (upholding a district court’s finding Gibraltar was adequate as a foreign forum); *Instituto Mexicano*, 28 F.4th at 738 (upholding a district court’s finding Mexico was adequate as a foreign forum). Most importantly, the Sixth Circuit has long held the courts of Canada provide an adequate alternative forum. *See Stewart v. Dow Chem. Co.*, 865 F.2d 103, 107 (1989) (upholding district court’s finding Canada was adequate as a foreign forum).

A forum is also available where the “defendant is amenable to process in the foreign jurisdiction.” *Wong*, 589 F.3d at 830. As in *Wong*, “this case presents no real question of whether [Advisorworld.com] is amenable to process in [Canada].” *Id.* at 831. Advisorworld.com, through its forum-selection clause, has consented itself to the jurisdiction of Canada – it is *per se* amenable to process there. *Id.* (“PartyGaming consented to submit itself to the jurisdiction of Gibraltar with the forum selection clause and, thus, is amenable to process there.”). Canada is thus both available and adequate as a foreign forum for Dobronski to pursue his claims. He consented to the exclusive jurisdiction of Canadian courts, and he should be made to use them. The case should be dismissed with prejudice.

II. Dobronski Lacks Article III Standing to Bring His Claim

“A plaintiff must have standing to sue.” *Fox v. Saginaw Cnty., Mich.*, 67 F.4th 284, 292 (6th Cir. 2023) (citing *Ass’n of Am. Physicians & Surgeons v. U.S. Food & Drug Admin.*, 13 F.4th 531, 536-37 (6th Cir. 2021)) (internal quotation omitted).

“[S]tanding goes to a court’s subject-matter jurisdiction.” *Id.* (citing *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 102-04 (1998)). For that reason, the Sixth Circuit “ask[s] whether a plaintiff has standing to bring their claim at the outset of the litigation.” *W6 Rest. Grp., Ltd v. Loeffler*, 140 F.4th 344, 349 (6th Cir. 2025) (citing *Patton v. Fitzhugh*, 131 F.4th 383, 391 (6th Cir. 2025)). In order to have standing, “when the plaintiff filed their complaint, they [must have] suffered, or were at imminent risk of suffering, a concrete injury *caused by the defendant*, which could be redressed by a court order.” *Id.* (citing *Clapper v. Amnesty, Int’l USA*, 568 U.S. 398, 409 (2013)) (emphasis added). It follows that a plaintiff cannot “manufacture standing by inflicting harm on themselves[.]” *Clapper*, 568 U.S. at 415 (citing *Pennsylvania v. New Jersey*, 426 U.S. 660, 664 (1976)). Here, Dobronski has done precisely that.

As detailed above and in Section III below, Dobronski, under an alias, submitted an inquiry to Advisorworld.com and consented to receive phone calls within the meaning of the TCPA and related state statutes. Ex. A – Weston Decl., ¶¶ 15-18. As such, he impermissibly manufactured the harm he now alleges. Courts nationwide dismiss telemarketing cases under similar circumstances. *See, e.g., Hall v. Xanadu Mktg., Inc.*, 682 F. Supp. 3d 1278, 1285-86 (N.D. Ga. 2023) (dismissing TCPA lawsuit pursuant to Fed. R. Civ. P. 12(b)(1) where plaintiff consented to contact by providing phone number to telemarketer); *Stoops v. Wells Fargo Bank*,

N.A., 197 F. Supp. 3d 782, 800, 803 (W.D. Pa. 2016) (no injury-in-fact or constitutional standing to assert claims where the plaintiff’s “only purpose in using her cell phones [was] to file TCPA lawsuits, [so] the calls are not a nuisance and an invasion of privacy.”).

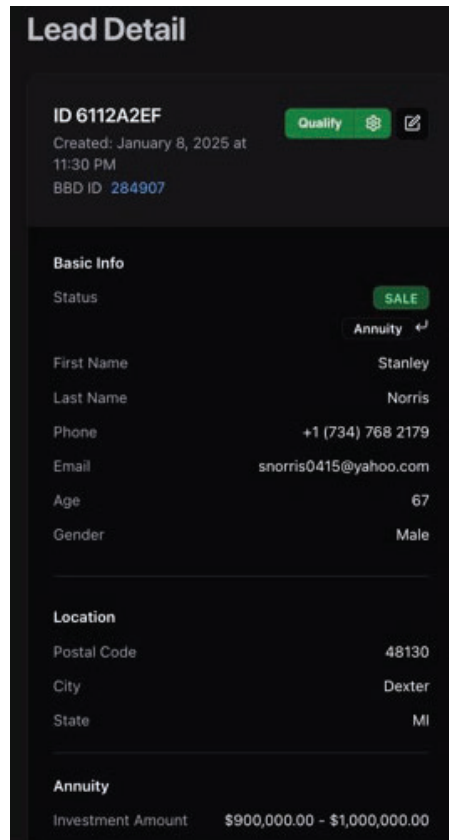
III. Dobronski Asked Advisorworld.com for Information, Which Is A Complete Bar to His Claims

Dobronski attempts to plead around his inquiry, which results in a complete bar to his claims under the TCPA and applicable state statutes. This Court need not let him get away with doing so. *Blackwell*, 123 F.4th at 487 (internal quotation omitted). The same information Advisorworld.com attaches in support of dismissal based on the doctrine of *forum non conveniens* equally demonstrate that Dobronski lacks a valid claim because he established a business relationship within the meaning of the TCPA implementing regulations.

There are two core exceptions that obviate liability under the TCPA: (1) when the called party has given prior express consent to be called; and (2) where the caller and the called party have an “established business relationship” before a call is made. 47 C.F.R. §64.1200(f)(15)(i)-(ii). “Providing a cellular telephone number to a company ‘qualifies as prior express consent under the TCPA[.]’” *Hall*, 682 F. Supp. 3d at 1285 (quoting *Lawrence v. Bayview Loan Servicing, LLC*, 666 F. App’x 875, 881 (11th Cir. 2016)). As the Sixth Circuit has recognized, such a rule comports with

the FCC’s rulings on the issue. *Hill v. Homeward Residential, Inc.*, 799 F.3d 544, 551 (6th Cir. 2015).

Dobronski has done so, albeit under an alias. As alleged, he was called at 734-***-2179. Compl. ¶ 72, ECF No. 1, PageID.18. When he picked up the phone, the calling system asked him to confirm his alias, “Stanley Norris,” his zip code, his age, source and amount of funds to invest, and licensing status. Compl. ¶ 76, ECF No. 1, PageID.18-19. Advisorworld.com’s records confirm that a “Stanley Norris” submitted an inquiry with the following information at 11:30pm on the night of January 8, 2025, *the night before* he received any calls:



Ex. A – Weston Decl., ¶ 17. By providing his phone number in connection with an inquiry, he consented to receiving a call from Advisorworld.com. That is all the TCPA requires. *Hill*, 799 F.3d at 551.

Even if the Court were to find he did not provide express consent, the Court should still dismiss because the calls alleged occurred after Dobronski formed an “established business relationship” with Advisorworld.com. As defined by the FCC:

The term *established business relationship* for purposes of telephone solicitations means a prior or existing relationship formed by a voluntary two-way communication between a person or entity and a residential subscriber with or without an exchange of consideration, on the basis of the subscriber's purchase or transaction with the entity within the eighteen (18) months immediately preceding the date of the telephone call **or on the basis of the subscriber's inquiry or application regarding products or services offered by the entity within the three months immediately preceding the date of the call**, which relationship has not been previously terminated by either party.

47 C.F.R. § 64.1200(f)(5) (emphasis added). Dobronski’s submission of the web form seeking information about annuity products clearly meets this standard, even under an alias. The FCC explicitly recognizes that the TCPA is not violated where the caller and the called party have an “established business relationship” as that term is defined above. 47 C.F.R. § 64.1200(f)(15)(ii). Accordingly, Dobronski has no claim for violation of the TCPA where he explicitly inquired with Advisorworld.com as to their products before they called him. His case should be dismissed.

IV. Dobronski Comes to this Court with Unclean Hands

The unclean hands doctrine allows courts to deny relief where “the party applying for such relief is guilty of conduct involving fraud, deceit, unconscionability, or bad faith related to the matter at issue to the detriment of the other party.” *Innovation Ventures, LLC v. Custom Nutrition Lab ’ys, LLC*, 912 F.3d 316, 344 (6th Cir. 2018) (quoting *Cyber Sols. Int’l, LLC v. Pro Mktg. Sales, Inc.*, 634 F. App’x 557, 567 (6th Cir. 2016) (internal quotation omitted)). “In determining whether [a party] come[s] before this Court with clean hands, the primary factor to be considered is whether the [party] sought to mislead or deceive the other party.” *Id.* (quoting *Stachnik v. Winkel*, 230 N.W.2d 529, 534 (Mich. 1975)). As outlined above, Dobronski’s conduct – filling out inquiry forms under false names intending to entrap Advisorworld.com into TCPA violations – cleanly fits these definitions. His claim should be barred accordingly.

V. Dobronski’s FAC Suffers from Additional Defects

Dobronski’s FAC also suffers from an additional flaw. Count IX, a new addition to the FAC, fails to state a claim for an independent reason – 47 C.F.R. § 64.1601(e) does not create a private cause of action. This Court has repeatedly ruled against Dobronski on this score. *Dobronski v. Real Innovation, et al.*, No. 2:23-cv-11301, PageID.284, 287 (ECF No. 21) (citing *Dobronski v. Total Ins. Brokers, LLC*, No. 5:21-cv-10035, 2021 U.S. Dist. LEXIS 186528, at *5 (E.D. Mich. Sept. 29,

2021); *Dobronski v. Selectquote Ins. Servs.*, 462 F. Supp. 3d 784, 789-90 (E.D. Mich. 2020); *Dobronski v. SunPath Ltd.*, No. 19-cv-13094, 2020 WL 8840311, at *6-7 (E.D. Mich. July 27, 2020)). Dobronski has presented no change in law that could persuade this Court to hold differently. Count IX should be dismissed for this independent reason.

CONCLUSION

For the foregoing reasons Defendant Advisorworld.com respectfully requests this Court dismiss the case with prejudice and assess costs against Dobronski for having to respond to this action.

Dated: August 25, 2025

Respectfully Submitted:

The Miller Law Firm, P.C.

/s/ Devon P. Allard
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Advisorworld.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 25, 2025, the foregoing documents were served upon counsel of record through the Court's CM/ECF system, which will send notification of this filing to all registered users, and upon Plaintiff by electronic mail and by placing a true and correct copy in the United States mail, postage prepaid, to their address of record as follows:

Mark W. Dobronski
P.O. Box 99
Dexter, MI 48130-0099
markdobronski@yahoo.com

/s/ Devon P. Allard _____

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

MARK W. DOBRONSKI,

Plaintiff,

v.

Case No. 5:25-cv-10168

Hon. Judith E. Levy

Mag. Elizabeth A. Stafford

ADVISORWORLD.COM,
INC., *et al.*,

DECLARATION OF GALEN WESTON

I, Galen Weston, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am over eighteen years of age and providing this declaration as the Chief Executive Officer of Advisorworld.com, Inc (“Advisorworld”).
2. I have personal knowledge of all facts included herein.
3. Advisorworld was founded with a goal of providing premium, meticulously fact-checked content that serves both beginners and seasoned investors alike.
4. Advisorworld owns and operates several internet domains, including Advisorworld.com and AnnuityRatesHQ.com.
5. As part of the regular conduct of Advisorworld’s business, we log and track the Internet Protocol Address (“IP address”) of each visitor to any of our websites.



6. In addition, we maintain a web inquiry form for those interested in our products and services to request information from Advisorworld.

7. The web inquiry form is a step-by-step interactive tool that walks the user through detailed requests for financial and demographic information, including type of annuity product in which they are interested, their gender, source of funding, age, location, and the amount they are looking to invest, for the express purpose of generating a custom annuity rate report.

8. On the version of the web inquiry form in use as of January 8, 2025, the final step of the form specifically prompted users with a notification that they will be called to verify the information entered on the form:

The screenshot shows a web form titled "Basic Info" with a sub-header "To send the generated report. We need your contact information." Below this are four input fields: "First Name", "Last Name", "Email", and "Phone Number", each with a red asterisk indicating it is required. At the bottom of the form, there is a checkbox area with the text "I acknowledge that a verification call will be made to confirm the provided details." In the bottom right corner, there are two buttons: a "Back" button and a green "Generate" button.

9. At that time, we did not rely on a separate Privacy Policy checkbox to indicate consent to be contacted. Instead, we deliberately placed the acknowledgment directly above the “Generate” button to make the process clear and simple for real users. Our internal testing and experience showed that this approach produced better engagement and more accurate leads because users understood they would receive a call, which aligns with our business model of selling qualified leads to licensed advisors.

10. The web inquiry form has been updated along with our privacy policy since then.

11. As part of the current web inquiry form, users of our websites are notified that by checking the box and continuing, they consent to our Privacy Policy, which appears on a single, scrollable web page and also contains a conspicuous link to our Terms and Conditions.

12. Our Privacy Policy notice also indicates that we may use any phone number entered into the inquiry form in order to confirm the user’s identity.

13. Our standard practice is to call the user to confirm their identity and provide them information about our products and services as quickly as possible after they submit the inquiry form.

14. We also sell the information from the inquiry forms to partners.

A handwritten signature in black ink, appearing to be 'DWS', is located at the bottom right of the page.

15. On the night of January 8, 2025, we received at least two inquiries, both traced back to the same IP address. **Exhibit 1, IP Address Log, January 8, 2025.**

16. The IP address pinged (accessed) an internet server located in Pinckney, Michigan. **Exhibit 2, IP Analytics.**

17. At 11:30 PM, an inquiry form was submitted from that IP address using the name “Stanley Norris,” which also contained, in pertinent part, the phone number 734-268-2179. **Exhibit 3, Stanley Norris Lead Token.**

18. At 11:32 PM, another inquiry form was submitted from that IP address using the name “George Curious” at phone number 734-641-2300, and email address gcurious@memopad.us, from Saline, Michigan 48176. **Exhibit 4, George Curious Lead Token with Updated DNC Request.**

19. Although our standard practice is to call people who inquire about our services immediately, because this inquiry was submitted outside of Advisorworld’s business hours, no calls were made until the beginning of the next business day, January 9, 2025.

20. At 9:00 AM on January 9, 2025, a representative initiated a call to the phone number provided by “George Curious.”

21. The individual picked up the phone, but quickly proceeded to ask to be placed on our do-not-call list and terminated the call. **Ex. 4.**

22. Within forty-five (45) minutes, the call was manually reviewed by our team, and the phone number provided was placed on our internal do-not-call list according to the request. **Ex. 4.**

23. Shortly after the call to “George Curious” terminated, another representative initiated a call to the phone number provided by “Stanley Norris.”

24. When the call went unanswered, we tried again, and eventually, an individual picked up the phone, confirmed his identity as “Stanley Norris,” and appeared interested in learning more from an advisor.

25. We now know this individual was actually Mark Dobronski, the Plaintiff in this lawsuit. Compl., ¶ 76.

26. Because the individual who picked up the phone had appeared interested in learning more about annuity products, the information provided to us for “Stanley Norris” was forwarded to an investment advisor that morning.

27. Based on Dobronski’s allegations, the advisor, Joseph Uppleger III, also called “Stanley Norris” thereafter.

28. Based upon our IP address logging program, we were able to determine that the IP address used to create the inquiries for both “George Curious” and “Stanley Norris” visited the webpages containing our Privacy Policy and Terms and Conditions before the filing of this lawsuit. **Ex. 1.**



29. Based upon our IP address logging program, we have been able to determine that the IP address used to create the inquiries for “George Curious” and “Stanley Norris” has repeated the process with other aliases and contact information:

- a. On January 19, 2025, at 4:49 AM, an inquiry was created for “Kathryn Parker” at phone number 321-804-0911, and email address kparker@memopad.us. **Exhibit 5, Kathleen Parker Lead Token.**
- b. On January 27, 2025 at 10:38 AM, an inquiry was created for “Otis Livernois” at email address otislivernois@memopad.us, through our “Contact Us” webpage, posing as an investment advisor seeking to learn more about our platform. **Exhibit 6, Otis Livernois Lead Notification.**
- c. On March 26, 2025, at 3:54 PM, an inquiry was created for “Peter Baldwin” at phone number 407-487-3456, and email address peterbaldwin@memopad.us, through our “Contact Us” webpage, posing as an investment advisor seeking to learn more about our platform. **Exhibit 7, Peter Baldwin Lead Notification Email.**

30. Based on the repeated, very similar inquiry forms from the same IP address that created the inquiry for “Stanley Norris” and Dobronski’s admission in the Complaint that he used that alias while on the phone with us, I believe Dobronski submitted these other inquiries in an attempt to entrap Advisorworld.com into violations of the Telephone Consumer Protection Act and related state statutes.

[SIGNATURE PAGE FOLLOWS]



I certify, under penalty of perjury under the laws of the United State of America,
that the foregoing is true and correct.

Executed this 7th day of August, 2025.

By: Galen Weston

/s/  _____

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

MARK W. DOBRONSKI,

Plaintiff,

v.

Case No. 5:25-cv-10168

Hon. Judith E. Levy

Mag. Elizabeth A. Stafford

ADVISORWORLD.COM,
INC., *et al.*,

INDEX OF EXHIBITS

- 1. IP Address Log**
- 2. IP Analytics Download**
- 3. Stanley Norris Lead Token**
- 4. George Curious Lead Token**
- 5. Kathryn Parker Lead Token**
- 6. Otis Livernois Lead Token**
- 7. Peter Baldwin Lead Token**

EXHIBIT 1

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01944952-1956-7010-8e0e-a0014d09b6ec	\$autocapture	75.133.55.97	https://annuityrateshq.com/report-builder?standalone=true&msclkid=d4938310e3801e4d7f62e46fb2a69f81&utm_source=bing&utm_medium=cpc&utm_campaign=AnnuityRateHQ%20Broad&utm_term=annuity&utm_content=Annuities	2025-01-08 11:32 PM EST
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EXHIBIT 2

Demographic details: City

Page path and screen class...

On June 18, 2025, active users from "United States" dropped to 33, a sharp decrease from an expected 289

This drop is most salient among users with page path "/best-annuities/", users whose first channel group was "Paid Search", and users with browser "Safari", which decreased week over week from 240 to 9, 155 to 5, and 154 to 11, respectively.

View key drivers

Active users by City over time



City	Active users	New users	Engaged sessions	Engagement rate	Engaged sessions per active user	Average engagement time per active user	Event count	Key events	User key event rate
Total	1 100% of total	0	2 100% of total	100% Avg 0%	2.00 Avg 0%	2m 04s Avg 0%	11 100% of total	0.00	0%
Pinckney	1 (100%)	0 (-)	2 (100%)	100%	2.00	2m 04s	11 (100%)	0.00 (-)	0%

Plot rows

Search...

Rows per page: 10

1-1 of 1

Total Pinckney

BETA

EXHIBIT 3

Lead Detail

ID: 6112A2EF
 Created: January 8, 2025 at 11:00 PM
 SHD ID: 284907

Quality 📈 📌

Basic Info
 Status: **SALE**

Agency ↕
 Stanley
 Lead Name: Norris
 Phone: +1 (734) 768 2779
 Email: snorris0415@yahoo.com
 Age: 67
 Gender: Male

Location
 Postal Code: 48130
 City: Dexter
 State: MI

Annuity
 Investment Amount: \$900,000.00 - \$1,000,000.00
 Annuity Type: Unsure
 Source Of Funds: -
 Marketing Parameters: See Details ⌵

Match Info
 Matched Advisor: Joe Uppleger
 Advisor Email: joe@safefuturefinancial.com, stacy.1329 (Uppleger) Safe Future Financial
 Advisor Phone: 7343237429
 Qualifier Name: Ashley
 Qualification Date: 1/9/2025, 11:03:31 AM

CRM
 Qualifier Notes: -
 Advisor Notes: -

Associated Campaigns

ID	Status	Calls	Name	Started	Updated At
12a2f1	COMPLETED	4	90MIN	6 months ago	6 months ago

Associated Calls

ID	Transcript	Status	Duration
12a357	Transcript not available for this call Open VWR Transcript	TERMINATED	36s 9:00:01 AM - 9:00:37 AM Thu Jan 09 2025
12a454	Transcript not available for this call Open VWR Transcript	TERMINATED	34s 9:01:27 AM - 9:02:01 AM Thu Jan 09 2025
12b182	Transcript not available for this call Open VWR Transcript	TERMINATED	35s 10:02:08 AM - 10:02:43 AM Thu Jan 09 2025
12b74a	OH Yes Yes Yes Yes Yes No Now Open VWR Transcript	TERMINATED	95s 11:02:09 AM - 11:03:45 AM Thu Jan 09 2025

EXHIBIT 4

Lead Detail

ID 6112A2F7
 Created: January 8, 2025 at 11:32 PM

Quality  

Basic Info

Status **DNC**
 First Name George
 Last Name Curious
 Phone +1 (734) 641 2300
 Email gcurious@nemopad.us
 Age 67
 Gender Male

Location

Postal Code 48176
 City Saline
 State MI


Annuity

Investment Amount \$1,000,000.00 - \$1,000,000.00
 Annuity Type Fixed Annuity
 Source Of Funds -

Accociated Campaigns

ID	Status	Calls	Name	Started	Updated At
12a2f9	COMPLETED	1	90MIN	6 months ago	6 months ago

Accociated Calls

ID	Transcript	Status	Duration
12a366	<p> Hello? Yeah Yeah Yes. No I don't like talking to machines. Goodbye. Please don't call me again. Put me on your do not call list. Please send me a copy of your written do not call policy. I've asked you not to call me. I've asked you to send me a copy of your written do not call policy. Please provide me your call back telephone number and your address. Please provide me your call back number so I can call you to tell you to stop calling me.</p> <p>TERMINATED</p>	TERMINATED	157s 9:00:03 AM - 9:02:41 AM Thu Jan 09 2025

[Open W/R Transcript](#)

EXHIBIT 5

ID: AEF304E9
 Created: January 19, 2025 at 4:39 AM
 EOP ID: 285597

Quality 📊

Basic Info
 Status: **SALE**
 Amnuty: **↕**

First Name: Kathryn
Last Name: Parker
Phone: +1 (321) 804 0911
Email: kparket@memoprod.us
Age: 66
Gender: Female

Location
Postal Code: 34734
City: Gorha
State: FL

Amnuty
Investment Amount: \$900,000.00 - \$1,000,000.00
Amnuty Type: Fixed Amnuty
Source Of Funds: An IRA, Or A 410K
Marketing Parameters: [See Details](#)

Match Info
Matched Advisor: Michael Payne
Advisor Email: mpayne@solutionsgroupwealth.com
Company Name: 3161 Michael Payne (Solutions Group Wealth Management)
Advisor Phone: 4077976071
Qualifier Name: Freddy Bloomfield
Confirmation Date: 1/20/2025, 10:14:20 AM

Call
Qualifier Notes: Call Keeps Ringing NA Fred 01/20
Advisor Notes: Call anytime, Speak to husband or wife.

Updated January 20, 2025 [View History](#)

Associated Campaigns

ID	Status	Calls	Name	Started	Updated At
3104eb	ERROR	12	90MIN	5 months ago	5 months ago

Associated Calls

ID	Transcript	Status	Duration
31052a	Transcript not available for this call Open IVR Transcript	TERMINATED	35s 9:00:03 AM - 9:00:38 AM Sun Jan 19 2025
3105ba	Transcript not available for this call Open IVR Transcript	TERMINATED	35s 9:01:20 AM - 9:01:55 AM Sun Jan 19 2025
31097d	Transcript not available for this call Open IVR Transcript	TERMINATED	35s 10:02:00 AM - 10:02:36 AM Sun Jan 19 2025
310ce1	Transcript not available for this call Open IVR Transcript	TERMINATED	26s 11:02:00 AM - 11:02:27 AM Sun Jan 19 2025
310fec	Transcript not available for this call Open IVR Transcript	TERMINATED	35s 12:02:00 PM - 12:02:36 PM Sun Jan 19 2025
3112dd	Transcript not available for this call Open IVR Transcript	TERMINATED	35s 1:02:00 PM - 1:02:36 PM Sun Jan 19 2025
311608	Transcript not available for this call Open IVR Transcript	TERMINATED	36s 2:02:40 PM - 2:03:17 PM Sun Jan 19 2025
3119d9	Transcript not available for this call Open IVR Transcript	TERMINATED	36s 4:07:32 PM - 4:08:09 PM Sun Jan 19 2025
311dd0	Transcript not available for this call Open IVR Transcript	TERMINATED	2s 4:08:59 PM - 4:09:01 PM Sun Jan 19 2025
3120cb	Transcript not available for this call Open IVR Transcript	TERMINATED	35s 9:09:36 AM - 9:10:12 AM Sun Jan 19 2025
3126c6	Transcript not available for this call Open IVR Transcript	TERMINATED	36s 9:10:42 AM - 9:11:18 AM Mon Jan 20 2025
31339f	Transcript not available for this call Open IVR Transcript	TERMINATED	196s 10:11:59 AM - 10:14:56 AM Mon Jan 20 2025



EXHIBIT 6

EXHIBIT 7

11:47

LTE



From AdvisorWorld.com support@advisorworld.com

Reply To peterbaldwin@memopad.us

To support@advisorworld.com

Date Mar 26, 2025 at 3:54 PM



Standard encryption (TLS)

[Learn more](#)

Name

Peter Baldwin

Phone Number

4074873456

Email

peterbaldwin@memopad.us

Comment or Message. Please include your service regions.

I am a financial advisor and am interested in subscribing to your lead referral program. Whom can I talk to about this?

