

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BEACH ENTERTAINMENT FL LLC

CASE NO.: 24-3782-CI

Plaintiff,

vs.

PHILLIP ANDRE ROURKE, JR.

Defendant. /

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff, BEACH ENTERTAINMENT FL, LLC, pursuant to Florida Rule of Civil Procedure 1.510 (2021), hereby moves this Honorable Court to enter Summary Final Judgment, and for Attorney's Fees and Costs against Defendant Phillip Andre Rourke, Jr and as grounds therefore states as follows:

1. Plaintiff filed its Complaint for Breach of Contract and Damages, Exhibits, and Summonses with the Clerk of Court on August 22, 2024. (Docket No.: 2-3)
2. The Clerk of Court issued a Summons to Defendant Phillip Andre Rourke, Jr on August 22, 2024, to his 6520 Drexel Avenue, West Hollywood, CA 90048 address. (Docket No.: 4).
3. On October 15, 2024 the Plaintiff filed a Return of Non-Service on the Defendant. The Return of Non-Service indicates the process server attempted service six (6) times between September 2, 2024 and September 17, 2024. He knocked on the door, observed no movement inside the residence, except on one visit he heard noises inside the residence, however, no one answered the door on any of his attempts. (Docket No.: 5)
4. On October 28, 2024 the Clerk of Court issued a second Summons to Defendant Phillip

- Andre Rourke, Jr to an address of 112 Greenwich Hills Drive, Greenwich, CT 06831, which address was found by the process server's office by doing a skip trace. (Docket No.: 6)
5. On December 4, 2024 the Plaintiff filed a Return of Non-Service on the Defendant. The Return of Non-Service indicates that the process server attempted service at the Greenwich, CT address three (3) times. On each occasion there was no answer. Process server also noted that per town records, that property was recently purchased in May 2024 by Mary Murphy, who is not the Defendant in our case. (Docket No.: 7)
 6. Also on December 4, 2024 the Clerk of Court issued an Alias Summons to Defendant Phillip Andre Rourke, Jr., through the State of Florida's Secretary of State. (Docket No.: 8)
 7. On December 13, 2024, the Plaintiff filed a Return of Service reflecting the Alias Summons was served on Judy Sadler, as a supervisor in the Secretary of State's office on December 12, 2024. (Docket No.: 10)
 8. On December 31, 2024, the undersigned filed an Affidavit of Compliance with Substituted Service Pursuant to Fla. Stat. § 48.161, stating the facts that justified substituted service and setting forth the due diligence Plaintiff exercised in attempting to locate and effectuate service on the Defendant. (Docket No.: 12)
 9. The Affidavit of Compliance with Substituted Service stated that a copy of the initial process documents were sent to Defendant, via certified mail, on December 19, 2024, to both last known addresses where service was attempted via process server, as well as to Defendant's publicly listed attorney, Bill Sobel, Esq., via certified mail, at 9255 W. Sunset Blvd., Suite 800, Los Angeles, CA 90069.
 10. Pursuant to Fl. Stat. 48.161 (7), service of process is effectuated under this section on the

date the service is received by the Department of State. As noted in paragraph 7 above, the Secretary of State was served on December 12, 2024.

11. Pursuant to the Florida Rules of Civil Procedure 1.140(a), Defendant Phillip Andre Rourke, Jr. had 20 days to file an Answer to the Plaintiff's complaint.
12. The Answer from the Defendant Phillip Andre Rourke, Jr. was due on January 3, 2025, taking into account the recognized Federal Holidays of Christmas Day and New Year's Day.
13. The Court's docket does not reflect any Answer, Pleading, or Paper filed by or on behalf of Defendant Phillip Andre Rourke, Jr. by the due date of January 3, 2024. Nor has the Plaintiff's law firm received any Answer, Pleading, or Paper responding to the Plaintiff's complaint.
14. As a result of the failure of Defendant Phillip Andre Rourke, Jr. to timely file an answer or other responsive pleading by the deadline of January 3, 2025, Plaintiff filed a Motion for Default against Defendant Phillip Andre Rourke, Jr.
15. On January 15, 2025, the Clerk of Court denied entering a default against the Defendant Phillip Andre Rourke due to a missing affidavit of Non-Military Service. (Docket No.: 17)
16. On February 11, 2025, the Plaintiff filed an Affidavit as to Military Service. (Docket No.: 18)
17. On February 11, 2025, the Clerk of Court entered an Order granting Plaintiff's Amended Motion for Default against the Defendant Phillip Andre Rourke, Jr. (Docket No.: 19)

UNDISPUTED FACTS IN SUPPORT OF SUMMARY JUDGMENT

18. On or about January 23, 2024, Plaintiff entered into a contract with Defendant, titled

- Union Cast Deal Memo, hereinafter referred to as “Contract”, for travel and acting services to occur from March 5, 2024 through March 9, 2024 for the feature film currently titled, “Mother Nature and the Doomsday Prepper.” (Docket No.: 3)
19. Pursuant to the terms of the Contract, Plaintiff agreed to expend monies, and Plaintiff did expend monies for first class travel, five-star hotels, limousines for Defendant and his team, and a \$25,000 advance of Defendant’s executive producer fee. (Docket No.: 3)
20. Plaintiff sent a wire transfer to Defendant’s agent on January 24, 2024, in the amount of \$25,000, for the advance of Defendant’s executive producer fee. (Docket No.: 23 and Docket No.: 24)
21. On or about March 4, 2024, less than 24 hours prior to Defendant’s scheduled arrival, Defendant’s agent notified Plaintiff that Defendant would not meet his commitment. (Docket No.: 23 and Docket No.: 24)
22. Due to Defendant’s breach of contract, Plaintiff has incurred out-of-pocket expenses that have not yet been reimbursed and potential loss of revenue from the Defendant’s failure to perform in the film. (Docket No.: 23 and Docket No.: 24)

MEMORANDUM OF LAW

23. The Summary Judgment Standard provided for in Rule 1.510 of the Florida Rules of Civil Procedure is construed and applied in accordance with the federal summary judgment standard. Summary judgment is appropriate where “the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” [In re Amendments to Fla. R. Civ. Pro. 1.510, No. SC20-1490, *7 (Fla. 2021), *citing Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 106 S. Ct. 2505, 91 L. Ed. 2d 202, 248 (1986).

24. Once the initial burden is met, the non-moving party must go beyond the pleadings and "come forward with specific facts showing that there is a genuine issue for trial."
[Matsushita Elec. Indus. CO. v. Zenith Radio Corp], 475 U.S. 574, 587 (1986) (quoting Fed. R. Civ. P. 56(c)). The burden shifts to the nonmoving party to demonstrate that a genuine issue of material fact exists. To meet its burden, the nonmoving party must establish specific facts set forth in the record presented to the court, including affidavits, depositions, answers to interrogatories and admissions on file, that it is capable of providing evidence sufficient for a reasonable jury to return a verdict in its favor. *[See Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Cohen v. United Am. Bank*, 83 F. 3d 1347, 1349 (11th Cir. 1996)].
25. In determining whether or not to grant summary judgment, the court must view all the evidence and factual inferences reasonably drawn from that evidence in the light most favorable to the nonmoving party. *[Horsley v. Feldt*, 304 F. 3d 1125, 1131 (11th Cir. 2002)].
26. Under Rule 1.500(b) of the Florida Rules of Civil Procedure, defaults that are entered by a court are treated as admissions of the pleadings from the affected defendants that have defaults entered against them. "A default admits all well-pleaded allegations of a complaint." *Rich v. Spivey*, 922 So. 2d 326, 327 (Fla. 1st DCA 2006). *See also Mamoud v. Int'l Islamic Trading (IIT), Ltd.* 572 So. 2d 979 (Fla. 1st DCA 1990).
27. In the instant case, the Court has entered a default against Defendant Phillip Andre Rourke, Jr. leaving no genuine issue of fact as to the allegations set forth in the complaint or the damages supported by the affidavits and exhibits filed by the Plaintiff.

28. Under Rule 1.110(e) of the Florida Rules of Civil Procedure, "averments in a pleading to which a responsive pleading is required, other than those as to the amount of damages, are admitted when not denied in the responsive pleading." *Fla. R. Civ. Pro. 1.110(e)*.
29. "[I]n considering a motion for summary judgment, the court should believe uncontradicted testimony unless it is inherently implausible even if testimony is that of an interested witness" *Lauren W. v. DeFlaminis*, 480 F.3d 259, 272 (3d Cir.2007).
30. The affidavits, pleadings, and other exhibits filed by the Plaintiff are all undisputed evidence of the damages caused by the Defendant's breach.
31. Therefore, pursuant to Fla. R. Civ. Pro. 1.510(c), the Plaintiff moves this Court for the entry of a final Summary Judgement against Defendant, Phillip Andre Rourke, Jr.
32. Service of process has been properly perfected upon Defendant Phillip Andre Rourke Jr.
33. The Plaintiff's damages, as supported by the evidence, equals \$39,034.07.
34. The Plaintiff has incurred attorney's fee and court costs in bringing this action.
35. The total amounts due to the Plaintiff as of September 18, 2025, the date of filing this Motion for Summary Judgment, are as follows:
- a. Damages for Breach of Contract: \$39,034.07
 - b. Litigation costs in the amount of: \$ 826.43 (See attached Exhibit "A".)
 - c. Attorney's Fees in the amount of: \$ 4,032.50 (See attached Exhibit "B")
 - d. Accrued interest at the statutory rate from the date of this Order.

CONCLUSION

The undisputed material facts establish that Defendant was properly served, failed to file any responsive pleading, and is in default. As a result, all well-pleaded allegations in Plaintiff's

Complaint are deemed admitted, leaving no genuine issue of material fact. Plaintiff has provided competent, un rebutted evidence of damages, attorney's fees, and costs. Accordingly, Plaintiff is entitled to final summary judgment as a matter of law.

WHEREFORE, Plaintiff, **BEACH ENTERTAINMENT FL, LLC**, respectfully requests that this Honorable Court enter a Final Summary Judgment against Defendant **Phillip Andre Rourke, Jr.**, awarding Plaintiff:

- a. Damages for breach of contract in the amount of **\$39,034.07**;
- b. Litigation costs in the amount of **\$826.43**;
- c. Attorney's fees in the amount of **\$4,032.50**;
- d. Pre- and post-judgment interest at the statutory rate from the date of Final Summary Judgment; and
- e. Such other and further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished via First Class Mail to Phillip Andre Rourke, Jr., 6520 Drexel Avenue, West Hollywood, CA 90048 this 18th day of September, 2025.

/s/ Cameron W. Brumbelow
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