

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL
CIRCUIT, IN AND FOR BROWARD COUNTY,
FLORIDA

SUPERIOR MOVING & STORAGE,
INC., a Florida corporation,

Plaintiff,

v.

SCOTT HOOTON,

Defendant.

GENERAL CIVIL DIVISION

CASE NO.:

COMPLAINT

Plaintiff, SUPERIOR MOVING & STORAGE, INC., by and through its undersigned
counsel, sues **Defendant, SCOTT HOOTON,** and states:

NATURE OF THE ACTION

1. This is an action for damages in excess of \$15,000 for defamation, and therefore
within the jurisdiction of this Court.

THE PARTIES

2. Plaintiff, SUPERIOR MOVING & STORAGE, INC. ("Superior"), is a Florida
corporation organized and existing under the laws of the State of Florida.

3. Defendant, Scott Hooton, is an individual residing in Broward County, Florida.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over the Defendant inasmuch as he is a
resident of the State of Florida.

5. Venue is proper in Broward County, Florida as Defendant is a resident of
Broward County, Florida.

6. Superior is a licensed and insured moving company that provides local and long distance moving services for both residential and commercial businesses. It also offers storage services in a fully air conditioned and secure storage facility.

7. On or about January 2015, Superior and Hooton executed a Guaranteed/Binding Estimate (the "Estimate") for a residential move.

8. Thereafter, Defendant executed the following documents:

- a. An Order for Service (the "Service Order");
- b. A Uniform Household Goods Bill of Lading and Freight Bill (the "Bill of Lading");
- c. A Household Goods Descriptive Inventory (the "Inventory");
- d. A Superior Additional Terms and Conditions Interstate Moves Contract; and
- e. A Superior Long Distance Addendum to Contract (the Addendum").

9. Pursuant to the Contract, Superior was ready willing and able to pick up the Defendant's furniture and other items (collectively, the "Furniture"), as outlined on the estimate, however, Defendant Hooton, without cause terminated the contract for the move.

10. Despite the fact that Superior was ready, willing and able to fulfill its contract, the Defendant has been defaming Superior in online postings. Defendant published the following false statements about Superior: "They get you on the hook for a low price without completely understanding the work. Then they apply additional charges until it's unbearable "

11. Each and every one of the above statements is false.

12. Superior has been required to retain the undersigned counsel to represent it in this action and is obligated to pay said counsel a reasonable fee for services rendered.

13. As a direct and proximate result of the foregoing false statements, Superior has been damaged.

WHEREFORE, Plaintiff, Superior, respectfully demands judgment in its favor against Defendant, Hooton, for compensatory damages, special damages including lost profit and revenue, attorney's fees pursuant to the Contract, and such additional relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury of all claims so triable.

MICHAEL B. MANES, P.A.
Attorney for Plaintiff
950 S. Pine Island Rd., A-150
Plantation, FL 33324
Telephone: (954) 523--1844
Email: michael@maneslegal.com

By: _____/S/
Michael B. Manes
Florida Bar # 372684