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

GENERAL JURISDICTION DIVISION

CASE NO.: CACE 15-012973 (08)

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

Plaintiff,

V.

ELYSSA SANDBRAND a/k/a ELYSSA KAPP and RICHARD KAPP,

Defendants.		
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DEFENDANTS ELYSSA SANDBRAND a/k/a ELYSSA KAPP and RICHARD KAPP MOTION TO DISMISS

Defendants, ELYSSA SANDBRAND a/k/a ELYSSA KAPP and RICHARD KAPP (Collectively, "Kapps"), by and through undersigned counsel and pursuant to Fla. R. Civ. P. 1.140(b), hereby requests this Court dismiss the Complaint in its entirety filed by Plaintiff SUPERIOR MOVING & STORAGE, INC., ("SMS"), with prejudice, and in support thereof, states as follows:

I. BACKGROUND FACTS

- 1. The Kapps contacted SMS for an estimate related to moving their personal property to their newly built home.
- 2. On or about April 2, 2015, a representative of SMS provided a partially typed and partially handwritten "Guaranteed/Binding Estimate" attached and incorporated hereto as

Exhibit "A".

- 3. SMS thereafter, through its agents, employees or contractors, moved the personal property of the Kapps on or about June 13, 2015 to its new location.
- 4. During the move, the personal property was not adequately protected from damage, and the agents, employees or contractors of SMS negligently caused damage.
- 5. After the Kapps began unpacking their personal property, they discovered that many items had been substantially damaged and/or destroyed. See Attached photographs, Composite Exhibit "B".
- 6. SMS was put on notice of the damages by the Kapps on or about June 15, 2015 when they spoke with a representative named Luis.
- 7. Further, on or about June 26, 2015, the Kapps filed a Claim Form for Damages/Losses, attached and incorporated hereto as Exhibit "C", in which they delineated the types of personal property damaged and the types of damages.
- 8. SMS avers that Defendant ELYSSA KAPP published statements about a mover being extremely disrespectful, chauvinistic, and uncaring. Compl. ¶ 10. Each of these statements, if proven, are opinions.

II. INCORPORATED MEMORANDUM OF LAW

Summary of Argument

Plaintiff's Complaint should be dismissed because SMS fails to state a cause of action for defamation. Under existing Florida law as set forth more fully below, a plaintiff must plead actual damages in order to state a claim for defamation. SMS has failed to identify that even

one customer was affected by the Yelp posting that is the subject matter of the instant case and thus has failed to state a cause of action for defamation.

The alleged defamatory statements at issue in this case are simply nonactionable opinions and truthful statements under basic Florida defamation law. This Honorable Court should put an immediate halt to Plaintiff's attempts to use expensive litigation to silence the free speech rights of the Kapps' as consumer advocates, and should readily dismiss this baseless action.

A. Applicable Standard and Role of the Court on Motion to Dismiss Defamation Claim

Truth is a complete defense to a libel action. Article I, § 4 of the Florida Constitution; Lipsig v. Ramlawi, 760 So. 2d 170, 180 (Fla. 3rd DCA 2000). It is the *plaintiff* who bears the burden of proving that the challenged statement is both defamatory and false, essential elements of any libel claim. Hammond v. Times Publishing Co., 162 So.2d 681, 682 (Fla. 2nd DCA 1964), citing, McCormick v. Miami Herald Publishing Co., 139 So.2d 197,200 (Fla. 2d DCA 1962). A defamatory statement is not actionable if the plaintiff cannot allege and prove it is false and thus not even "substantially true." McCormick v. Miami Herald Publishing Co., 139 So.2d at 200-201 (affirming dismissal of complaint); Linafelt v. Beverly Enterprises-Fl., Inc., 745 So.2d 386, 389 (Fla. 1st DCA 1999). Minor inaccuracies in reports of public records or statements are not actionable as defamation. Jews for Jesus, Inc. v. Rapp, 997 So. 2d 1098, 1107-1108 (Fla. 2008) (minor inaccuracies that do not affect the substance of a statement should be disregarded in determining whether a statement is defamatory).

Further, words are "defamatory" only if "they charge a person with an infamous crime or tend to subject one to hatred, distrust, ridicule, contempt or disgrace or tend to injure one in one's business or profession." Seropian v. Forman. 652 So.2d 490,495 (Fla. 4thDCA 1995); Cooper v. Miami Herald Pub. Co., 31 So.2d 382, 384 (Fla. 1947) (accord). The trial court performs a "prominent function" in determining whether or not an allegedly false statement is defamatory. Byrd v. Hustler Magazine, Inc., 433 So.2d 593, 595 (Fla. 4thDCA 1983). The court is to closely review the allegedly false statement in the context in which it was published to decide whether a factfinder could reasonably determine the statement to be defamatory. Id. The statement is to be viewed in context and "not by extremes, but as the common mind would naturally understand it." Id. The trial court should dismiss the libel claim if the challenged statement "is not susceptible to a defamatory meaning." Smith v, Cuban American Nat. Foundation, 731 So.2d 702, 707 (Fla. 3rd DCA 1999); Keller v. Miami Herald, 778 F.2d 711, 714-15 (11th Cir. 1985).

B. <u>Plaintiff Fails to State a Cause of Action for Defamation Because Plaintiff Failed to Plead Actual Damages</u>

Proof of "actual damage" is an essential element of a defamation action under Florida law. Edelstein v. WFTV, Inc., 798 So. 2d 797, 798 (Fla. 4th DCA 2001)(affirming trial court's dismissal of defamation action where plaintiff failed to plead actual injury); Anheuser-Busch, Inc. v. Philpot, 317 F.3d 1264, 1266 (11th Cir. 2003)(citing Miami Herald Publ 'g Co. v. Ane, 423 So. 2d 376, 388 (Fla. 3d DCA 1982).

Kapp's actions caused no actual damage to Plaintiff. Plaintiff simply cannot plead nor prove otherwise. Plaintiff has not shown - and cannot show - any specific business arrangement that was negatively impacted as a result of Kapp's actions. In addition, Plaintiff cannot show that it lost any specific customers as a result of the alleged defamatory statements. Plaintiff did not suffer any damage or injury whatsoever from Kapp's posting,

which is among other postings that aver similar improper behavior on the part of SMS. Plaintiff's failure to plead actual damages as required by Florida law is plainly due to the fact that no damage actually occurred. Therefore, the defamation claim cannot stand as a matter of law and Count I of Plaintiffs Complaint must be dismissed.

C. <u>Plaintiff Fails to State a Cause of Action for Defamation Because Kapps' Statements Involve Truthful and Opinion Statements</u>

Truth is a complete defense to a libel action. Article I, § 4 of the Florida Constitution; Lipsig v. Ramlawi, 760 So. 2d 170, 180 (Fla. 3rd DCA 2000). Statements of pure opinion based on known facts do not give rise to defamation claims. Miami Child's World, Inc. v. Sunbeam Television Corp., 669 So. 2d 336, 336 (Fla. 3d DCA 1996).

Plaintiff was put on notice of the damages that occurred, by and through the actions and inactions of its agents, representatives, employees or contractors, when it was provided verbal and written notice of the damages. Any and all factual statements contained within the Yelp posting were truthful and posted to provide the uneducated consumer with one vantage point to view an experience from another consumer, the Kapps. Statements outlined in Plaintiff's complaint that related to one of SMS' employees, not directed to SMS as a whole, were opinion statements and not actionable under Florida law.

WHEREFORE, Defendants, RICHARD KAPP and ELYSSA KAPP, respectfully requests this Honorable Court to dismiss the Complaint, with prejudice, and to award such other and further relief as it may deem appropriate and just.

CERTIFICATE OF SERVICE

SERVICE LIST

Party Served	Method of Service		
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☑CHAD E. BROCATO, SR. ESQ. Florida Bar No.: 110730

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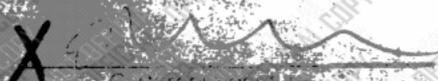
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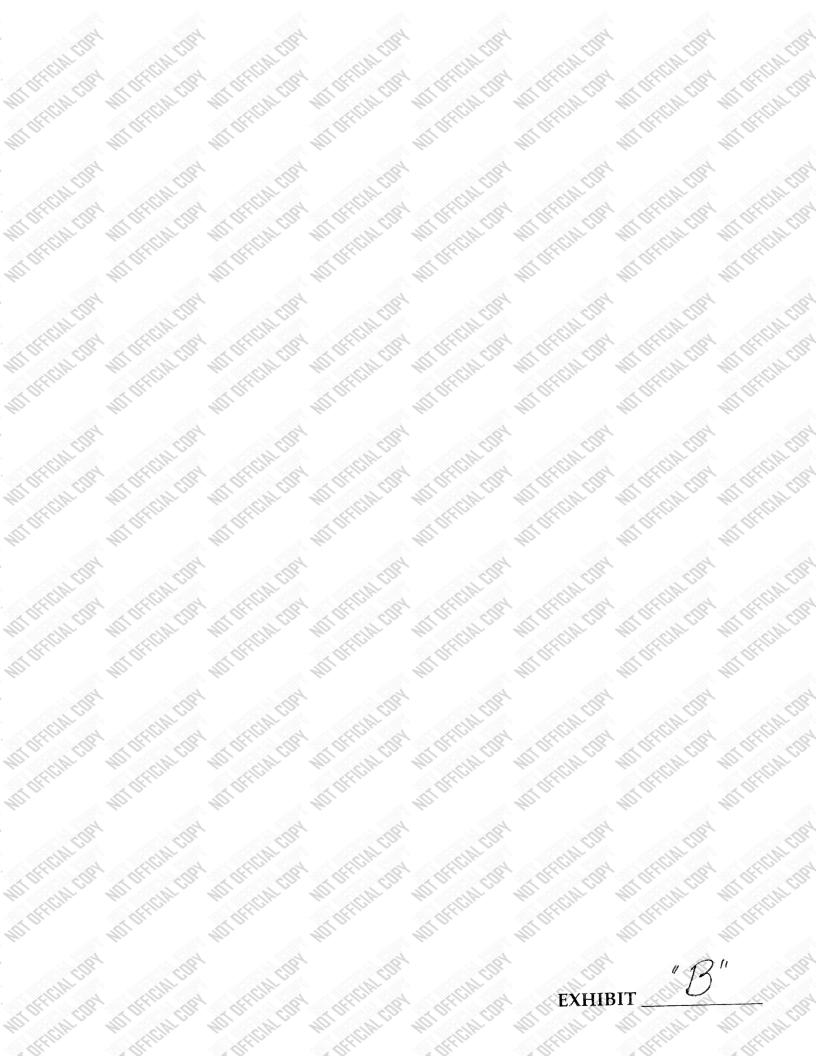
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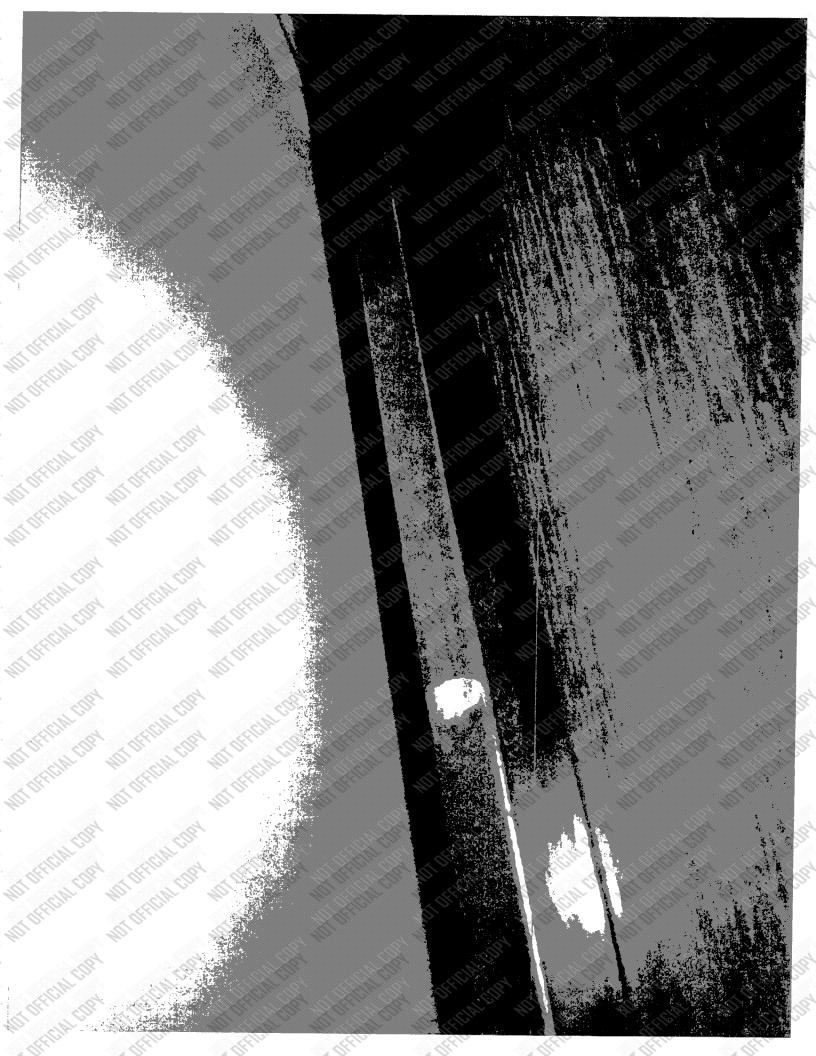
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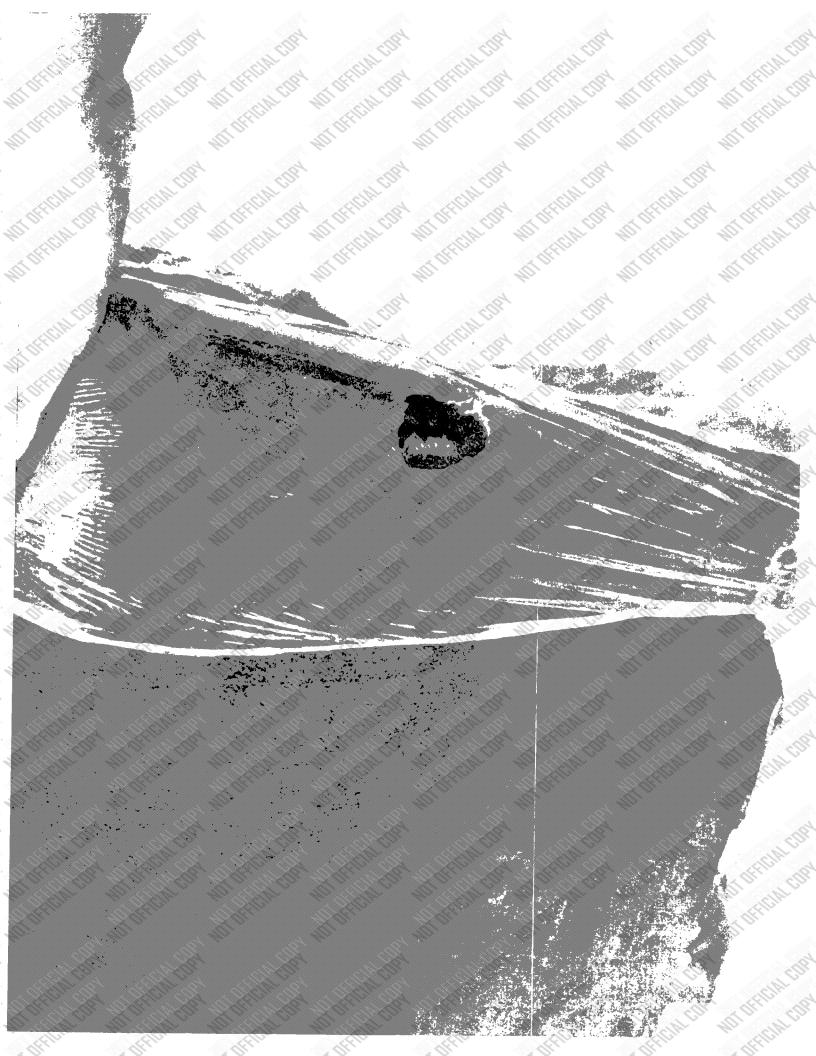


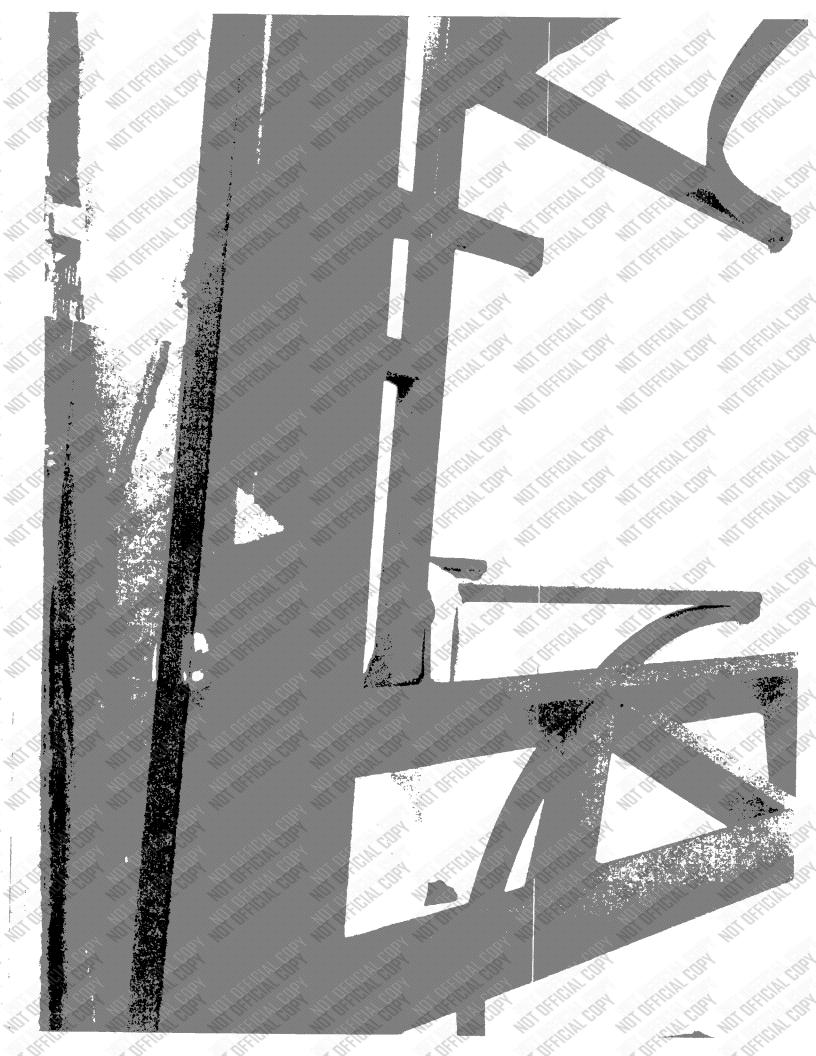
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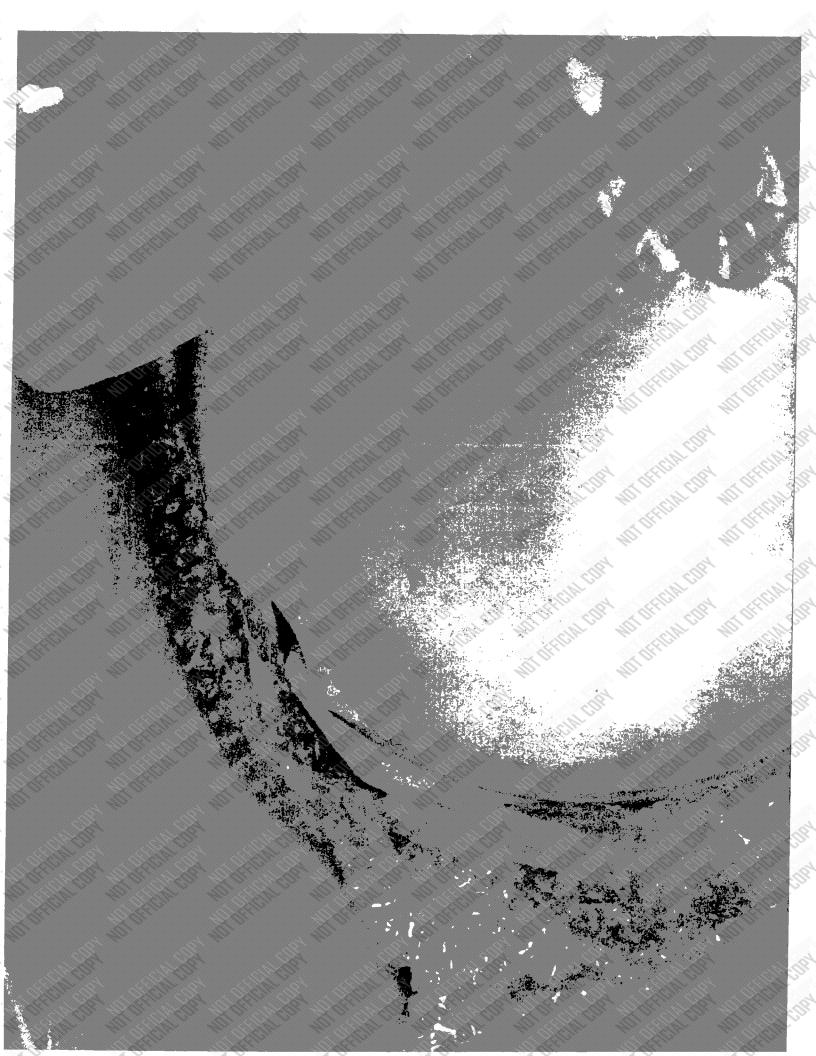




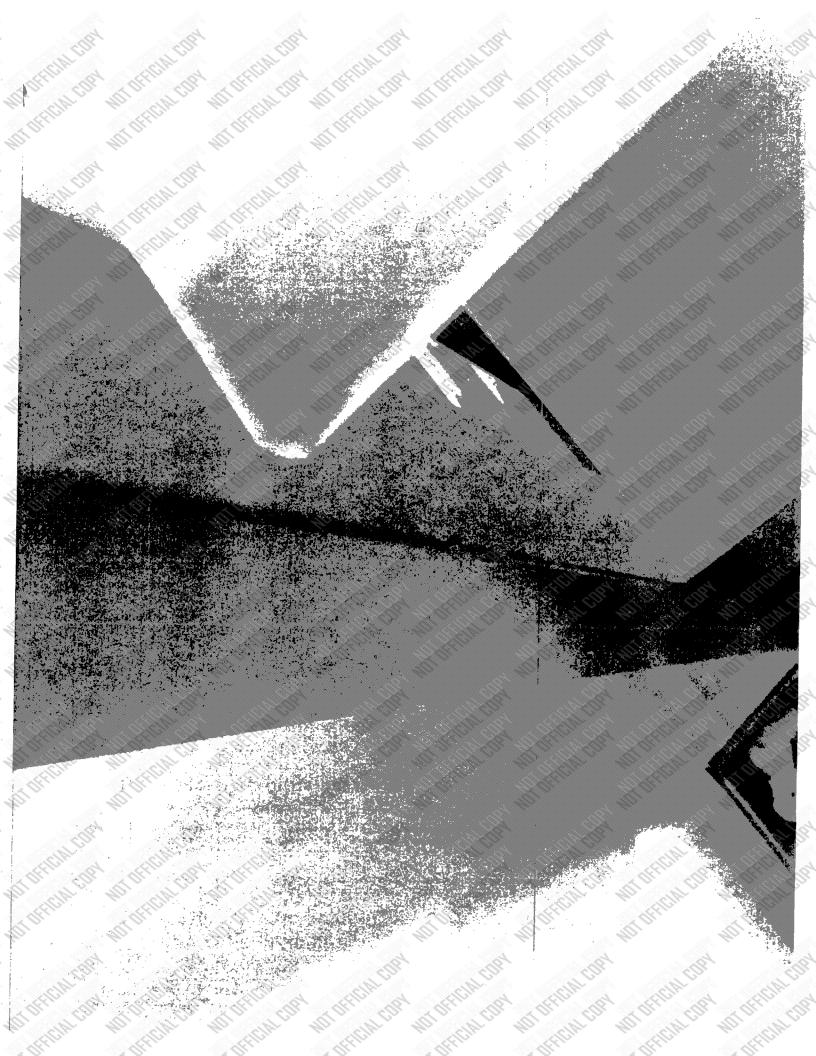


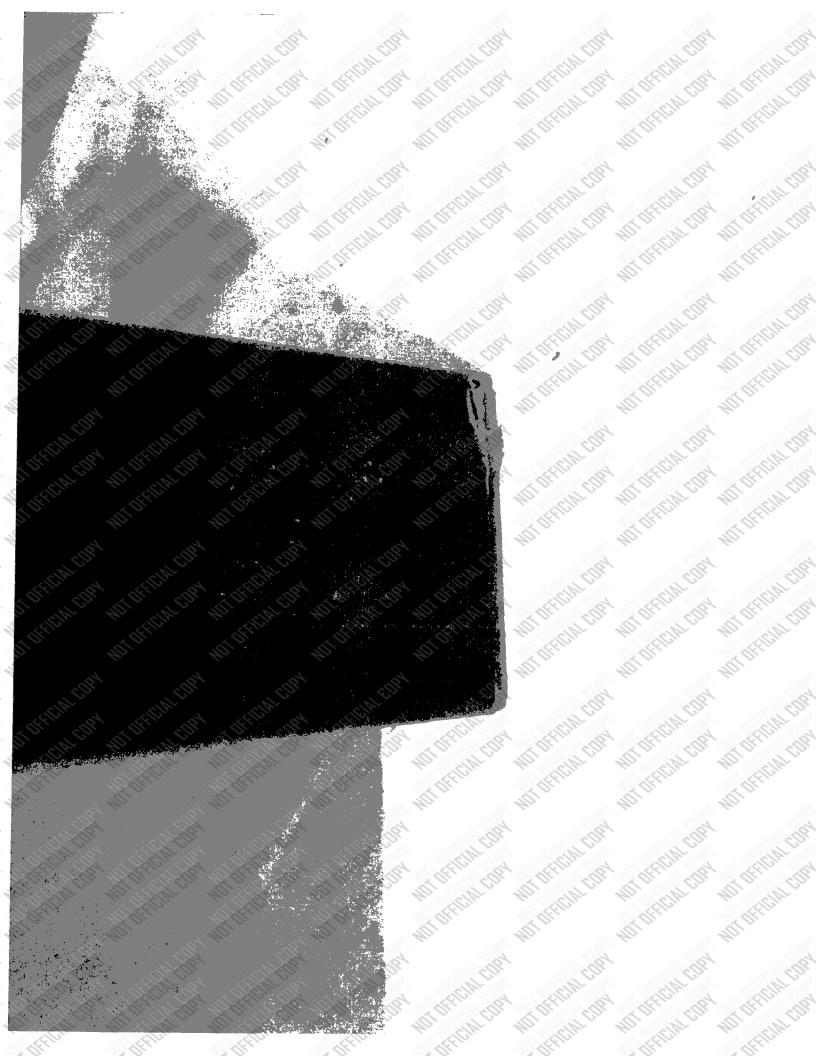












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