

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA**

MAURICE ARCADIER,
individually,
and
ARCADIER, BIGGIE & WOOD, PLLC,
a Florida limited liability company,

Plaintiffs,

Case No.:

v.

KENNETH G. LUNDEN,
Individually,
and
**COCOA VILLAGE MARINA BOATERS
ASSOCIATIONS, INC d/b/a COCOA
VILLAGE MARINA,** a Florida not for Profit
Corporation

Defendants.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiffs, MAURICE ARCADIER and ARCADIER, BIGGIE & WOOD, PLLC (“Plaintiffs”), through the undersigned attorney files this Complaint against the Defendants, KENNETH G. LUNDEN and COCOA VILLAGE MARINA BOATERS ASSOCIATION, INC d/b/a COCOA VILLAGE MARINA (hereinafter collectively “Defendants”) and alleges the following:

PARTIES, JURISDICTION AND VENUE

1. This is a Complaint seeking damages above \$15,001.00 and Injunctive Relief.
2. Plaintiff, MAURICE ARCADIER is a resident of Brevard County, Florida.
3. Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, is a Florida limited liability company doing business a law firm in Brevard County, Florida.

4. Defendant, KENNETH G. LUNDEN is a resident of Brevard County, Florida.
5. Defendant, COCOA VILLAGE MARINA BOATER ASSOCIATION, Inc d/b/a COCOA VILLAGE MARINA is a Florida not-for-Profit Corporation doing business in Brevard County, Florida. (hereinafter “COCOA VILLAGE MARINA”)
6. Defendant, KENNETH G. LUNDEN, is the general manager of Defendant, COCOA VILLAGE MARINA.
7. Jurisdiction and Venue are proper in that Defendants reside or do business in Brevard County and the causes of action alleged herein accrued in Brevard County, Florida.

GENERAL ALLEGATIONS

8. The following statements made by Defendants are attached in **Exhibit “A”**.
9. Defendant KENNETH G. LUNDEN utilizes the Google user name “Boat Smith”.
10. The statements were made to gain an unfair advantage in the claim covering the client of attorney MAURICE ARCADIER (“Mr. Arcadier”) and the law firm of ARCADIER, BIGGIE & WOOD, PLLC (“ABW”).
11. Mr. Arcadier and ABW achieved a high Google review rate by providing ethical and excellent legal work to its clients.
12. Defendants undermined Mr. Arcadier and ABW service to its client by providing a one star review for the legal services of Mr. Arcadier and ABW.
13. Defendants are not a client of Mr. Arcadier or ABW and have never been clients of Mr. Arcadier or ABW.
14. Defendants are adverse parties in claim of a client of Mr. Arcadier and ABW.

15. Defendants violated the Google terms of use in the review process because they are not clients of Mr. Arcadier or ABW and have not received services from the Plaintiffs and conflict of interest.

COUNT I: DEFAMATION
(Maurice Arcadier v. Kenneth G. Lunden)

16. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.

17. This is an action for damages in excess of \$15,001.00

18. This is an action for defamation.

19. Defendant, KENNETH G. LUNDEN is employed by Defendant, COCOA VILLAGE MARINA.

20. The following statements made by Defendant, KENNETH G. LUNDEN are attached in **Exhibit “A”**.

21. These false statements about Plaintiff, MAURICE ARCADIER, were published the world.

22. These false statements were made intentionally with malice by Defendant, KENNETH G. LUNDEN and with the specific intent of damaging the reputation of MAURICE ARCADIER.

23. The above referenced false statements were made intentionally with malice by KENNETH G. LUNDEN to damage the reputation of MAURICE ARCADIER.

24. Plaintiff, MAURICE ARACIDER, has been damaged because potential clients have viewed the false online review posted by Defendant, KENNETH G. LUNDEN.

WHEREFORE, Plaintiff prays for judgment against Defendant, KENNETH G. LUNDEN, as follows:

a) Damages for defamation;

- b) Prejudgment and post judgment interests;
- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT II: DEFAMATION PER SE
(Maurice Arcadier v. Kenneth G. Lunden)

- 25. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.
- 26. This is an action for damages in excess of \$15,001.00
- 27. This is an action for defamation per se.
- 28. The following statements made by Defendant, KENNETH G. LUNDEN are attached in **Exhibit “A”**.
- 29. The false statements identified above and made by Defendant, KENNETH G. LUNDEN regarding the Plaintiff, MAURICE ARCADIER, were done with the intent to impute conduct, characteristics and conditions regarding MAURICE ARCADIER as an attorney that are incompatible with his lawful business, trade, profession and office.
- 30. These statement identified above was about MAURICE ARCADIER and was published to the world.
- 31. The false statements were made intentionally with malice by the Defendant, KENNETH G. LUNDEN, with the Specific intent of damaging the reputation of MAURICE ARCADIER as an attorney.
- 32. Defendant, KENNETH G. LUNDEN, acted maliciously and with wanton disregard to the Plaintiff’s welfare. Defendant, KENNETH G. LUNDEN knew or should have known these statements to be false.

33. Because the false statements concerned the proper exercise of its business, trade, profession and office; injury and damages are presumed.

34. The statements made by Defendant, KENNETH G. LUNDEN, are so injurious to the reputation of Plaintiff, MAURICE ARCADIER, that damages and malice are presumed to exist.

WHEREFORE, Plaintiff prays for judgment against Defendant, KENNETH G. LUNDEN, as follows:

- a) Damages for defamation per se;
- b) Prejudgment and post judgment interests;
- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT-III: DEFAMATION
(Maurice Arcadier v. Cocoa Village Marina)

35. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.

36. This is an action for damages in excess of \$15,001.00

37. This is an action for defamation.

38. Defendant, KENNETH G. LUNDEN is an employee of Defendant, COCOA VILLAGE MARINA.

39. The following statements made by Defendant, COCOA VILLAGE MARINA, are attached in **Exhibit “A”**.

40. These false statements about Plaintiff, MAURICE ARCADIER, were published the world.

41. These false statements were made intentionally with malice by Defendant, COCOA VILLAGE MARINA and with the specific intent of damaging the reputation of MAURICE ARCADIER.

42. The above referenced false statements were made intentionally with malice by COCOA VILLAGE MARINA to damage the reputation of MAURICE ARCADIER.

43. Plaintiff, MAURICE ARCADIER, has been damaged because potential clients have viewed the false online review posted by Defendant, COCOA VILLAGE MARINA.

WHEREFORE, Plaintiff prays for judgment against Defendant, COCOA VILLAGE MARINA, as follows:

- a) Damages for defamation;
- b) Prejudgment and post judgment interests;
- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT – IV: DEFAMATION PER SE
(Maurice Arcadier v. Cocoa Village Marina)

44. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.

45. This is an action for damages in excess of \$15,001.00

46. This is an action for defamation per se.

47. The following statements made by Defendant, COCOA VILLAGE MARINA are attached in **Exhibit “A”**.

48. The false statements identified above and made by Defendant, COCOA VILLAGE MARINA regarding the Plaintiff, MAURICE ARCADIER, were done with the intent to

impute conduct, characteristics and conditions regarding MAURICE ARCADIER as an attorney that are incompatible with his lawful business, trade, profession and office.

49. These statement identified above was about MAURICE ARCADIER and was published to the world.

50. The false statements were made intentionally with malice by the Defendant, COCOA VILLAGE MARINA, with the Specific intent of damaging the reputation of MAURICE ARCADIER as an attorney.

51. Defendant, COCOA VILLAGE MARINA, acted maliciously and with wanton disregard to the Plaintiff's welfare. Defendant, COCOA VILLAGE MARINA, knew or should have known these statements to be false.

52. Because the false statements concerned the proper exercise of its business, trade, profession and office; injury and damages are presumed.

53. The statements made by Defendant, COCOA VILLAGE MARINA, are so injurious to the reputation of Plaintiff, MAURICE ARCADIER, that damages and malice are presumed to exist.

WHEREFORE, Plaintiff prays for judgment against Defendant, COCOA VILLAGE MARINA, as follows:

- a) Damages for defamation per se;
- b) Prejudgment and post judgment interests;
- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT-V: DEFAMATION
(ABW v. Kenneth G. Lunden)

54. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.

55. This is an action for damages in excess of \$15,001.00

56. This is an action for defamation.

57. Defendant, KENNETH G. LUNDEN is employed by Defendant, COCOA VILLAGE
MARINA.

58. The following statements made by Defendant, KENNETH G. LUNDEN are attached in
Exhibit “A”.

59. These false statements about Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC were
published to the world.

60. These false statements were made intentionally with malice by Defendant, KENNETH G.
LUNDEN and with the specific intent of damaging the reputation of ARCADIER
BIGGIE & WOOD, PLLC.

61. The above referenced false statements were made intentionally with malice by
KENNETH G. LUNDEN to damage the reputation of ARCADIER BIGGIE & WOOD,
PLLC.

62. Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC has been damaged because potential
clients have viewed the false online review posted by Defendant, KENNETH G.
LUNDEN.

WHEREFORE, Plaintiff prays for judgment against Defendant, KENNETH G. LUNDEN,
as follows:

- a) Damages for defamation;
- b) Prejudgment and post judgment interests;

- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT – VI: DEFAMATION PER SE
(ABW v. Kenneth G. Lunden)

- 63. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.
- 64. This is an action for damages in excess of \$15,001.00
- 65. This is an action for defamation per se.
- 66. The following statements made by Defendant, KENNETH G. LUNDEN are attached in **Exhibit “A”**.
- 67. The false statements identified above and made by Defendant, KENNETH G. LUNDEN regarding the Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, were done with the intent to impute conduct, characteristics and conditions regarding ARCADIER, BIGGIE & WOOD, PLLC as a law firm that is incompatible with its lawful business, trade, profession and office.
- 68. These statement identified above was about ARCADIER, BIGGIE & WOOD, PLLC and was published to at least one third-party.
- 69. The false statements were made intentionally with malice by the Defendant, KENNETH G. LUNDEN, with the Specific intent of damaging the reputation of ARCADIER, BIGGIE & WOOD, PLLC as a law firm.
- 70. Defendant, KENNETH G. LUNDEN, acted maliciously and with wanton disregard to the Plaintiff’s welfare. Defendant, KENNETH G. LUNDEN knew or should have known these statements to be false.

71. Because the false statements concerned the proper exercise of its business, trade, profession and office; injury and damages are presumed.

72. The statements made by Defendant, KENNETH G. LUNDEN, are so injurious to the reputation of Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, that damages and malice are presumed to exist.

WHEREFORE, Plaintiff prays for judgment against Defendant, KENNETH G. LUNDEN, as follows:

- a) Damages for defamation per se;
- b) Prejudgment and post judgment interests;
- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT- VII: DEFAMATION
(ABW v. Cocoa Village Marina)

73. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.

74. This is an action for damages in excess of \$15,001.00

75. This is an action for defamation.

76. Defendant, KENNETH G. LUNDEN is an employee of Defendant, COCOA VILLAGE MARINA.

77. The following statements made by Defendant, COCOA VILLAGE MARINA, are attached in **Exhibit “A”**.

78. These false statements about Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, were published to the world.

79. These false statements were made intentionally with malice by Defendant, COCOA VILLAGE MARINA and with the specific intent of damaging the reputation of ARCADIER, BIGGIE & WOOD, PLLC.

80. The above referenced false statements were made intentionally with malice by COCOA VILLAGE MARINA to damage the reputation of ARCADIER, BIGGIE & WOOD, PLLC.

81. Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, has been damaged because potential clients have viewed the false online review posted by Defendant, COCOA VILLAGE MARINA.

WHEREFORE, Plaintiff prays for judgment against Defendant, COCOA VILLAGE MARINA, as follows:

- a) Damages for defamation;
- b) Prejudgment and post judgment interests;
- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

COUNT – VIII: DEFAMATION PER SE
(ABW v. Cocoa Village Marina)

82. Plaintiff realleges paragraphs 1 – 15 as if fully set forth herein.

83. This is an action for damages in excess of \$15,001.00

84. This is an action for defamation per se.

85. The following statements made by Defendant, COCOA VILLAGE MARINA are attached in **Exhibit “A”**.

86. The false statements identified above and made by Defendant, COCOA VILLAGE MARINA regarding the Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, were done with the intent to impute conduct, characteristics and conditions regarding ARCADIER, BIGGIE & WOOD, PLLC as a law firm that are incompatible with its lawful business, trade, profession and office.

87. The statements identified above about ARCADIER, BIGGIE & WOOD, PLLC and were published to the world.

88. The false statements were made intentionally with malice by the Defendant, COCOA VILLAGE MARINA, with the Specific intent of damaging the reputation of ARCADIER, BIGGIE & WOOD, PLLC as a law firm.

89. Defendant, COCOA VILLAGE MARINA, acted maliciously and with wanton disregard to the Plaintiff's welfare. Defendant, COCOA VILLAGE MARINA, knew or should have known these statements to be false.

90. Because the false statements concerned the proper exercise of its business, trade, profession and office; injury and damages are presumed.

91. The statements made by Defendant, COCOA VILLAGE MARINA, are so injurious to the reputation of Plaintiff, ARCADIER, BIGGIE & WOOD, PLLC, that damages and malice are presumed to exist.

WHEREFORE, Plaintiff prays for judgment against Defendant, COCOA VILLAGE MARINA, as follows:

- a) Damages for defamation per se;
- b) Prejudgment and post judgment interests;

- c) Injunctive relief from the Court ordering the Defendant to remove the defamatory statements and preventing further defamatory statements; and
- d) Such other relief as the Court deems just and equitable.

PUNITIVE DAMAGES

With regard to Counts I through VIII, Plaintiffs reserves the right, upon appropriate amendment of this Complaint as may be required by Florida procedural law, to seek an award of punitive or exemplary damages, taking into account the intentional misconduct and or gross negligence of the Defendants.

DEMAND FOR JURY TRIAL

Plaintiffs demands a jury trial on all issues herein triable by jury.

DATED this 14th day of November 2019.

ARCADIER, BIGGIE & WOOD, PLLC.

/s/ Maurice Arcadier, Esquire

Maurice Arcadier, Esquire

Florida Bar No. 0131180

Stephen Biggie, Esquire

Florida Bar No.: 0084035

Joseph C. Wood, Esquire

Florida Bar No.: 0093839

Ethan B. Babb, Esquire

Florida Bar No.: 127488

2815 W. New Haven, Suite 304

Melbourne, Florida 32904

Primary Email: office@abwlegal.com

Secondary Email: arcadier@abwlegal.com

Phone: (321) 953-5998

Fax: (321) 953-6075



Boat Smith
22 contributions

REVIEWS

PHOTOS

17 reviews · 1 rating



Arcadier, Biggie & Wood, Law Firm
Suites 303 & 304, 2815 W New Haven Ave, Melbourn...

★ ★ ★ ★ ★ 2 weeks ago

Watch out for Maury Arcadier, he has a very bad temper.

3 Like Share



Otis Elevator Co
65 W Pineloch Ave, Orlando, FL 32806

★ ★ ★ ★ ★ 2 months ago

I have tried to contact my "Account Manager" Monique Toyloy for 10 days. They do not answer the phone. Rather, they route your call through the Indian call center. DO NOT sign a contract with these guys, they will have you over a barrel for...

More

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Hippo Roofing
2776 Al Usher Cir, Orlando, FL 32806

