

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

CASE NO.

BOLTON MANAGEMENT, LLC, a
Florida Limited Liability Company
and DR. BRETT BOLTON, an individual

Plaintiff,

vs.

BRYAN GILE, an individual;

Defendant.

_____ /

COMPLAINT

COMES NOW Plaintiffs, BOLTON MANAGEMENT, LLC (“BOLTON MGMT”) and DR. BRETT BOLTON (“DR. BOLTON”)(Collectively “Plaintiffs”) by and through undersigned counsel, hereby sue Defendant BRYAN GILE, (“Defendant”) and allege as follows:

PARTIES, VENUE AND JURISDICTION

1. This is an action to recover money damages and other relief in excess of seventy-five thousand Dollars (\$75,001.00) exclusive of interest, costs, and attorney’s fees.
2. Plaintiff, BOLTON MGMT, a Florida Limited Liability Company with a principal place of business located at 2715 E Oakland Park Blvd., Suite 200, Fort Lauderdale, FL 33306 and is domiciled in the State of Florida.
3. Plaintiff BOLTON MGMT, is owned and operated by its sole member, Dr. Brett Bolton who is a resident and domiciled in the State of Florida.

4. Plaintiff, DR. BOLTON, an individual, is a resident of the State of Florida and serves as President and sole member of BOLTON MGMT.

5. Defendant is an individual and upon information and belief is a resident of Texas.

6. Venue is proper in Broward County, Florida as the causes of action arise and accrued in Broward County, Florida and Plaintiffs continue to suffer damages here in Broward County, Florida.

GENERAL ALLEGATIONS

7. DR. BOLTON is an expert in the field of hair transplant and restoration and the innovator of the MaxHarvest procedure.

8. DR. BOLTON has worked as a medical doctor for more than 29 years, specifically dedicated to specialized hair restoration surgery.

9. DR. BOLTON is a Florida licensed Doctor of Osteopathic Medicine and owns and operates BOLTON MGMT., d/b/a Great Hair Transplants based in Fort Lauderdale, Florida.

10. In approximately 2025, Defendant sought and received a hair transplant service from BOLTON in the Fort Lauderdale office.

11. Following the hair transplant service, Defendant confirmed in numerous communications with DR. BOLTON's staff, his satisfaction with the procedure and the outcome. In fact, Defendant sent numerous text messages and emails to DR. BOLTON and his staff advising that he is ultimately happy with the work and understands that results will vary by patient. *See Text Messages Attached as Exhibit 1.*

12. Additionally, Defendant confirmed he approved the shape of the hairline – and acknowledged that he made the final decision as to where the hairline was placed during the procedure. *See id.*

13. Less than a year after the surgery, Defendant began posting false and misleading posts and comments on the internet – specifically www.Reddit.com - using the pseudonym “National-yam-689”.

14. These posts contained intentionally and knowingly false information. For example, Defendant falsely asserts that DR. BOLTON “chose” his hairline, despite Defendant’s acknowledgement he made the final decision as to the shape and placement of the hairline and Defendant specifically requested the hairline received. *See id.*

15. Not only are Defendant’s false and misleading posts an effort to damage DR. BOLTON and his stellar reputation, moreover, the continued posts and comments are clearly made in an effort to attempt to extort a refund of the monies paid for the surgery. *See Text Messages Attached as Exhibit 2.*

16. Specifically, Defendant communicated to DR. BOLTON that he would continue posting on social media ***unless*** DR. BOLTON refunded monies paid for the surgery. *See id.*

17. On approximately February 18, 2026, Plaintiffs sent a cease-and-desist letter directly to Defendant providing the evidence demonstrating the statements he was making were demonstrably false and requested his immediate retraction and correction of the intentional false statements.

18. Thereafter, the parties attempted to resolve this matter, ultimately entering into a gentleman’s agreement, in which Defendant agreed to delete all posts relating to DR. BOLTON and to cease any further posting that in any way related to DR. BOLTON but Defendant was not agreeable to signing a formal release.

19. Within a week of the agreement being reached and contrary to the representations he made, Defendant created a new profile and account under “Important-Fig4517” and uploaded

new posts and photos – all of which present that same inaccurate and misleading narrative against DR. BOLTON and BOLTON MGMT.

20. On approximately April 2, 2026, Plaintiffs sent a second cease-and-desist letter directly to Defendant providing the evidence demonstrating the new posts and comments contained the same or similar knowingly false statements, which was contrary to the parties' oral agreement that Defendant remove and cease such statements.

21. Defendant did not respond to the cease-and-desist letter and also failed to remedy the false statements, in fact, Defendant continues to keep making the false and misleading statements under the pseudonym "Imporant-Fig4517".

COUNT I
BREACH OF ORAL CONTRACT

22. Plaintiffs adopt and incorporate the allegations of paragraphs 1 through 21 above as if fully set forth herein.

23. Plaintiffs and Defendant formed a valid and legally enforceable oral contract for the deletion and cessation of Defendant's defamatory postings in exchange for Plaintiff's agreement not to bring legal action against Defendant.

24. This oral agreement was informally memorialized via text message communications. *See Text Messages Attached as Exhibit 3.*

25. Defendant shortly thereafter – again - began posting false, misleading, and defamatory statements regarding Plaintiffs under a new account "Important-Fig4517" on www.Reddit.com.

26. Defendant is in direct breach of the parties' oral contract, in which Defendant agreed to delete all false posts concerning Plaintiffs in any manner, and specifically to cease making any further negative and defamatory posts about the Plaintiffs.

27. As a direct result of Defendant's breach of oral contract, Plaintiffs have suffered direct harm, including but not limited to loss of business and reputational harm.

28. Defendant has continued to publicly post and defame Plaintiffs and as such Plaintiffs continue to suffer harm.

COUNT II
DEFAMATION

29. Plaintiffs adopt and incorporate the allegations of paragraphs 1 through 21 and 27-28 above as if fully set forth herein.

30. Defendant knowingly and intentionally published written statements about Plaintiffs on the internet, including but not limited to www.Reddit.com and other social media platforms.

31. These statements were all posted with malice and the intention of harming Plaintiffs and were not personal opinions.

32. These statements were all available to third-parties and in fact read by third-parties which is evidenced by the ongoing communication and commenting made by third-parties and Defendant.

33. These statements were knowingly false and were intentionally published or were published with reckless disregard.

34. As a direct result of Defendant's unlawful actions, Plaintiffs have suffered direct harm, including but not limited to loss of business and reputational harm.

35. Defendant has continued to publicly post and defame Plaintiffs and as such Plaintiffs continue to suffer harm.

COUNT III

DEFAMATION PER SE

36. Plaintiffs adopt and incorporate the allegations of paragraphs 1 through 21 above as if fully set forth herein.

37. Defendant knowingly and intentionally published written statements about Plaintiffs on the internet, including but not limited to www.Reddit.com and other social media platforms.

38. Such statements were posted with malice and the intention of harming Plaintiffs and were not personal opinions.

39. These statements – specifically regarding DR. BOLTON as a “butcher” and a fraud – are inherently damaging to Plaintiffs’ reputation and presumptively cause harm.

40. These statements were all available to third-parties and in fact read by third-parties which is evidenced by the ongoing communication and commenting made by third-parties and Defendant.

41. These statements were knowingly false and were intentionally published or published with reckless disregard.

42. These statements were made with malicious intent to harm DR. BOLTON personally.

43. As a direct result of Defendant’s unlawful actions, Plaintiffs have suffered direct harm, including but not limited to loss of business and reputational harm.

44. Defendant has continued to publicly post and defame Plaintiffs and as such Plaintiffs continue to suffer harm.

COUNT IV
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

45. Plaintiffs adopt and incorporate the allegations of paragraphs 1 through 21, 27-28 above as if fully set forth herein.

46. Upon information and belief, Defendant was fully aware that the audience of its online posts were all potential consumers of Plaintiffs – each of whom would have a direct interest in Plaintiffs’ services.

47. Defendant willfully, and maliciously, published falsehoods and fostered the dissemination of disparaging and demonstrably false statements regarding Plaintiffs’ business, including, but not limited to, its business practices.

48. In making such statements, Defendants intentionally interfered with Plaintiffs’ existing and prospective business relationships, with intent to harm Plaintiffs’ business.

49. Upon information and belief, Defendant encouraged and participated in inciting the readers to cancel or avoid working with Plaintiffs and DR. BOLTON specifically.

50. Defendant acted with malice, and without privilege, in furtherance of an intent to damage and interfere with DR. BOLTON and Plaintiffs’ business.

51. The actions and communications with Plaintiffs prior to (and during) the posting of this false information demonstrate that it acted wantonly and with willful disregard of Plaintiffs’ rights, and therefore, its conduct warrants punitive damages at the appropriate stage of this proceeding.

52. Plaintiffs have been damaged by Defendant’s conduct in an amount which exceeds \$75,001.00.

WHEREFORE, Plaintiffs, DR. BRETT BOLTON and BOLTON MANAGEMENT LLC respectfully request that this Honorable Court enter judgement awarding Plaintiffs such damages,

including compensatory, actual and punitive damages and attorney fees and costs, as are appropriate in view of Defendants' ongoing conduct and any other relief this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury for all issues so triable.

Dated: May 12, 2026

Respectfully Submitted,

By: /s/KELLY ANN M. DESROSIERS

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