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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

SWEETNAM ENTERPRISES, INC.,
a Florida corporation,

Plaintiff,

vs.

Case No.

LAURA OWENS, a resident of California,

Defendant.

_____ /

COMPLAINT

Plaintiff sues Defendant and alleges:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000.00, exclusive of costs and interest.

2. Plaintiff is a Florida corporation authorized and doing business in Wellington, Florida.

3. Defendant is, upon information and belief, a resident of California who regularly conducts business in Wellington, Florida on a substantial, recurring, and not limited or isolated basis.

4. All of the acts complained of herein occurred in Wellington, Florida.

COFFEY | BURLINGTON

_____, Miami, FL 33133 · T. _____ F. _____

GENERAL ALLEGATIONS

5. Defendant owns, markets for sale and lease, and sells and leases horses and ponies in Wellington, Florida. Defendant conducts her business directly, and through horse and pony trainers and brokers as her authorized agents.

6. In late 2015, Defendant owned and marketed for sale the small grey pony which is the subject of this Complaint (hereinafter the "pony"). The pony was represented by Defendant to be unregistered (with the United States Equestrian Federation), eligible "green," without any show record, of unknown breeding and a 2005 foal date. These representations are of a material nature to anyone who would consider buying the pony. As is now known, these material representations were false. The subject pony or true identity Foxflair Fantasia, registered with USEF years ago under ID # 4758806, is not eligible "green," has an extensive and troublesome show record, is of specified breeding and a 2004 foal date. In short, the pony sold by Defendant to Plaintiff is a completely different pony than the one represented. United States Equestrian Federation Rules forbid multiple registrations for the same horse (or pony). The purpose of the rule is to prevent horses (or ponies) already registered from obtaining new identities and making it possible to conceal a horse's (or pony's) past performance.

7. The foregoing material representations made by the Defendant were intended by the Defendant to be relied upon by any prospective purchaser of the

pony and, in fact, were made to and reasonably relied upon by Plaintiff in its decision to purchase the pony from the Defendant.

8. In reliance upon the material representations described in paragraph 6 above, Plaintiff purchased the pony from Defendant in November, 2015 and paid the Defendant's broker \$50,000 as the purchase price, and an additional \$5,000 to the broker as a commission. Defendant, by and through her broker, delivered the pony to the Plaintiff.

9. Plaintiff would not have purchased the pony had it known the pony's true identity and show record.

10. Shortly after purchasing the pony, Plaintiff witnessed and experienced behavior by the pony consistent with the pony's undisclosed and at that time unknown (by Plaintiff) true identity. Also about this time, Plaintiff was approached by a person with knowledge of the pony's true identity and history and who revealed the pony's true identity to Plaintiff.

11. Upon learning this information, Plaintiff immediately notified the Defendant, through her broker, that the pony Plaintiff purchased was a completely different pony than had been represented and that the transaction was therefore invalid and rescinded.

12 Upon information and belief, Defendant sold the misidentified pony to

the Plaintiff for nearly four times more than what she paid for the pony.

13. Plaintiff has expended time and money to train and maintain the pony and to mitigate its damages.

14. Plaintiff has been damaged by the purchase of the pony whose true identity, age, and show record were material but concealed and misrepresented.

COUNT I
(Negligent Misrepresentation)

15. Plaintiff re-alleges and incorporates by reference allegations 1-14 above.

16. In late 2015, Defendant owned and marketed for sale the small grey pony which is the subject of this Complaint (hereinafter the "pony"). The pony was represented by Defendant to be unregistered (with the United States Equestrian Federation), eligible "green," without any show record, of unknown breeding and a 2005 foal date. These representations are of a material nature to anyone who would consider buying the pony. As is now known, these material representations were false. The subject pony or true identity Foxflair Fantasia, registered with USEF years ago under ID # 4758806, is not eligible "green," has an extensive and troublesome show record, is of specified breeding and a 2004 foal date. In short, the pony sold by Defendant to Plaintiff is a completely different pony than the one represented. United States Equestrian Federation Rules forbid

multiple registrations for the same horse (or pony). The purpose of the rule is to prevent horses (or ponies) already registered from obtaining new identities and making it possible to conceal a horse's (or pony's) past performance.

17. The foregoing material representations made by the Defendant were intended by the Defendant to be relied upon by any prospective purchaser of the pony and, in fact, were made to and reasonably relied upon by Plaintiff in its decision to purchase the pony from the Defendant.

18. In reliance upon the material representations described in paragraph 5, 6 and 16 above, Plaintiff purchased the pony from Defendant in November, 2015 and paid the Defendant's broker \$50,000 as the purchase price, and an additional \$5,000 to the broker as a commission. Defendant, by and through her broker, delivered the pony to the Plaintiff.

19. Plaintiff would not have purchased the pony had it known the pony's true identity and show record.

20. The Defendant knew or should have known that the pony was not the pony she represented it to be, and that the pony's true identity was material to any potential buyer and had been concealed to prevent any inquiry into the pony's past performance and knowledge of its show record.

21. The Defendant made the foregoing misrepresentations of material fact either knowing of the misrepresentations, or making them without knowledge as to

the truth or falsity under circumstances in which she ought to have know of their falsity. Defendant further made the material negligent misrepresentations to induce the Plaintiff to act upon them and the Plaintiff so acted in justifiable reliance on the material misrepresentations and has thereby been damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for damages for negligent misrepresentation, and incidental, consequential, and mitigation damages, together with costs, interest, and all other and further relief as is appropriate.

COUNT II
(Breach of Warranty)

22. Plaintiff re-alleges and incorporates by reference allegations 1-14 above.

23. Defendant expressly and impliedly warranted that the pony she sold to the Plaintiff was suitable for a young and inexperienced pony rider, and that the pony was unregistered, eligible “green,” had no show record, was of unknown breeding and foaled in 2005.

24. As alleged in paragraph 6 above, and incorporated herein, the pony sold by the Defendant to the Plaintiff was not at all as represented in that it was registered, not eligible “green,” and had been given a new identity in order to disguise and cover up its previous and true identity and past performance.

25. These material misrepresentations violated United States Equestrian Federation Rules which forbid multiple registrations for the same horse (or pony) so as to prevent horses (or ponies) already registered from obtaining new identities thereby potentially and making it possible to concealing a horse's (or pony's) past performance.

26. Moreover, as part of the effort to mitigate the Plaintiff's damages, the Plaintiff has expended in excess of \$15,000 to train and rehabilitate the pony in the hopes of it becoming suitable for a young pony rider.

27. Plaintiff has been damaged by Defendant.

WHEREFORE, Plaintiff demands judgment for breach of warranty and damages against Defendant including incidental and consequential damages, mitigation damages and other and further relief as is appropriate including, but not limited to, costs and interest.

COUNT III
(Revocation of Acceptance)

28. Plaintiff re-alleges and incorporates by reference allegations 1-14 above.

29. Plaintiff revoked its acceptance of the pony within a reasonable time after discovery that the pony was not as represented and because of what is alleged in paragraph 6 above, and incorporated herein.

30. The Defendant has failed and refused to comply with the Plaintiff's proper and timely revocation of acceptance by refunding the purchase price and taking back possession of the pony.

31. Plaintiff has incurred mitigation damages following acceptance of the pony and since revocation of acceptance.

32. Plaintiff has been damaged by Defendant.

WHEREFORE, Plaintiff demands judgment against Defendant for revocation of acceptance together with mitigation, incidental and consequential damages, costs, interest, and all other and further relief as is appropriate.

COUNT IV
(Rescission)

33. Plaintiff re-alleges and incorporates by reference allegations 1-14 above.

34. Defendant breached the purchase and sale arrangement with the Plaintiff by selling to Plaintiff a pony materially different than the pony described by her as set forth in paragraph 6, above.

35. Within a reasonable time upon the Plaintiff's discovery of the foregoing, Plaintiff notified the Defendant of the same and demanded relief. Defendant failed and/or refused to resolve Plaintiff's demand and Plaintiff has been damaged.

36. Plaintiff has been damaged and is entitled to and demands rescission of the transaction.

WHEREFORE, Plaintiff demands judgment for rescission against Defendant, together with incidental, consequential, and mitigation damages, and all other and further relief as is appropriate including costs and interest.

Respectfully submitted,

COFFEY BURLINGTON, P.L.
Counsel for Plaintiff

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