

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

GENERAL JURISDICTION DIVISION

CINDY A. GOLDSTEIN,

CASE NO: _____

Plaintiff,

vs.

JENNIFER JENSEN,
SCOTT LUNDSTROM, COLDWELL
BANKER RESIDENTIAL REAL
ESTATE, LLC. and PRUDENTIAL
REAL ESTATE AFFILIATES, INC.

Defendants.

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BROWARD COUNTY, FL

COMPLAINT

Plaintiff, CINDY A. GOLDSTEIN, by and through her undersigned attorneys, sues Defendants JENNIFER JENSEN, SCOTT LUNDSTROM, COLDWELL BANKER RESIDENTIAL REAL ESTATE, LLC. and PRUDENTIAL REAL ESTATE AFFILIATES, INC. and states as follows:

1. This is a cause of action for damages in excess of \$15,000.00.
2. On or about, December 19, 2008, Plaintiff entered into a contract to purchase a single family residence located at 8236 NW 125th Lane, Parkland, Broward County, Florida (hereinafter "the property") from Defendants, JENNIFER JENSEN and SCOTT LUNDSTROM, (hereinafter "Sellers").
3. At all times material hereto, Defendant, COLDWELL BANKER RESIDENTIAL REAL ESTATE, LLC. (hereinafter "COLDWELL BANKER") was licensed to do, and was doing, business in Broward County, Florida.

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13. As the result of Sellers' representations including, but not limited to the non-disclosure of the defects, Plaintiff sustained damages, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendants, JENNIFER JENSEN and SCOTT LUNDSTROM, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

**COUNT II - NEGLIGENT MISREPRESENTATION BY DEFENDANTS
JENNIFER JENSEN and SCOTT LUNDSTROM (Sellers)**

14. Plaintiff re-alleges paragraphs one through seven.

15. Sellers owed a duty to Plaintiff, in the exercise of reasonable care under the circumstances, to disclose all material defects in the property and otherwise supply truthful and accurate information regarding the condition of the property.

16. Sellers knew or should have known of the defects in the property.

17. Sellers did not disclose the defects in the property.

18. Sellers intended that Plaintiff would rely on Sellers' disclosures and non-disclosure regarding the condition of the property.

19. Plaintiff relied on Sellers' disclosures and non-disclosure regarding the condition of the property when Plaintiff closed on the property.

20. Plaintiff sustained damages as the result of Sellers' negligent misrepresentation regarding the condition of the property, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendants, JENNIFER JENSEN and SCOTT LUNDSTROM, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

COUNT III – FRAUD BY DEFENDANT COLDWELL BANKER

21. Plaintiff re-alleges paragraphs one through seven.

4. At all times material hereto, Jennifer Jensen was the listing agent (hereinafter “Coldwell’s Agent”) and was a licensed real estate sales associate under Chapter 475 Florida Statutes and working under Defendant, COLDWELL BANKER.

5. At all times material hereto, Defendant, PRUDENTIAL REAL ESTATE AFFILIATES, INC. (hereinafter “PRUDENTIAL”), was licensed to do, and was doing, business in Broward County, Florida.

6. At all times material hereto, Deirdre Smith (hereinafter “Prudential’s Agent”) was a licensed real estate sales associate under Chapter 475 Florida Statutes and working under Defendant, PRUDENTIAL.

7. Subsequent to closing on the property, Plaintiff discovered that the property had the following material defects (hereinafter “the defects”):

a. defective drywall manufactured in China which causes noxious and corrosive emissions of sulfur, as well as economic losses, including damage to personal property and diminution of value to her home;

b. a substantial swimming pool leak.

COUNT I – FRAUD BY DEFENDANTS
JENNIFER JENSEN and SCOTT LUNDSTROM (Sellers)

8. Plaintiff re-alleges paragraphs one through seven.

9. Sellers knew or should have known of the material defects in the property.

10. Sellers did not disclose the defects to Plaintiff.

11. Sellers intended that Plaintiff would rely upon Sellers’ non-disclosure of the defects.

12. Plaintiff relied upon Sellers’ representations including, but not limited to the non-disclosure of the defects when Plaintiff closed on the purchase of the property.

22. Defendant, COLDWELL BANKER, is vicariously liable for the acts and omissions of the Coldwell's Agent.

23. Coldwell's Agent knew or should have known of the material defects in the property.

24. Coldwell's Agent did not disclose the defects to Plaintiff.

25. Coldwell's Agent intended that Plaintiff would rely upon Coldwell's Agent's non-disclosure of the defects.

26. Plaintiff relied upon Coldwell's Agent's representations including, but not limited to the non-disclosure of the defects when Plaintiff closed on the purchase of the property.

27. As the result of Coldwell's Agent's representations including, but not limited to the non-disclosure of the defects, Plaintiff sustained damages, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant, COLDWELL BANKER, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

**COUNT IV –
NEGLIGENT MISREPRESENTATION BY DEFENDANT COLDWELL BANKER**

28. Plaintiff re-alleges paragraphs one through seven.

29. Defendant, COLDWELL BANKER, is vicariously liable for the acts and omissions of Coldwell's Agent.

30. Coldwell's Agent owed a duty to Plaintiff, in the exercise of reasonable care under the circumstances, to disclose all material defects in the property and otherwise supply truthful and accurate information regarding the condition of the property.

31. Coldwell's Agent knew or should have known of the defects in the property.

32. Coldwell's Agent did not disclose the defects in the property.

33. Coldwell's Agent intended that Plaintiff would rely on Coldwell's Agent's disclosures and non-disclosure regarding the condition of the property.

34. Plaintiff relied on Coldwell's Agent's disclosures and non-disclosure regarding the condition of the property when Plaintiff closed on the property.

35. Plaintiff sustained damages as the result of Coldwell's Agent's negligent misrepresentation regarding the condition of the property, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant, COLDWELL BANKER, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

**COUNT V – BREACH OF SECTION 475.278 FLORIDA STATUTES
BY DEFENDANT COLDWELL BANKER**

36. Plaintiff re-alleges paragraphs one through seven.

37. Defendant, COLDWELL BANKER, is vicariously liable for the acts and omissions of Coldwell's Agent.

38. Pursuant to Florida Statutes Section 478.278, Coldwell's Agent owed the following duties to Plaintiff:

A. Dealing honestly and fairly; and,

B. Disclosing all known facts that materially affect the value of the residential real property which are not readily observable to the Plaintiff.

39. Coldwell's Agent breached these duties by concealing and otherwise failing to disclose the material defects in the property.

40. Plaintiff sustained damages as the result of Coldwell's Agent's breach of Section 475.278, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant, COLDWELL BANKER, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

COUNT VI – FRAUD BY DEFENDANT PRUDENTIAL

41. Plaintiff re-alleges paragraphs one through seven.

42. Defendant, PRUDENTIAL, is vicariously liable for the accts and omissions of Prudential's Agent.

43. Prudential's Agent knew or should have known of the material defects in the property.

44. Prudential's Agent did not disclose the defects to Plaintiff.

45. Prudential's Agent intended that Plaintiff would rely upon Prudential's Agent's non-disclosure of the defects.

46. Plaintiff relied upon Prudential's Agent's representations including, but not limited to the non-disclosure of the defects when Plaintiff closed on the purchase of the property.

47. As the result of Prudential's Agent's representations including, but not limited to the non-disclosure of the defects, Plaintiff sustained damages, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant, PRUDENTIAL, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

COUNT VII – NEGLIGENT MISREPRESENTATION BY DEFENDANT PRUDENTIAL

48. Plaintiff re-alleges paragraphs one through seven.

49. Defendant, PRUDENTIAL, is vicariously liable for the acts and omissions of Prudential's Agent.

50. Prudential's Agent owed a duty to Plaintiff, in the exercise of reasonable care under the circumstances, to disclose all material defects in the property and otherwise supply truthful and accurate information regarding the condition of the property.

51. Prudential's Agent knew or should have known of the defects in the property.

52. Prudential's Agent did not disclose the defects in the property.

53. Prudential's Agent intended that Plaintiff would rely on Prudential's Agent's disclosures and non-disclosure regarding the condition of the property.

54. Plaintiff relied on Prudential's Agent's disclosures and non-disclosure regarding the condition of the property when Plaintiff closed on the property.

55. Plaintiff sustained damages as the result of Prudential's Agent's negligent misrepresentation regarding the condition of the property, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant, PRUDENTIAL, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

**COUNT VIII – BREACH OF SECTION 475.278 FLORIDA STATUTES
BY DEFENDANT PRUDENTIAL**

56. Plaintiff re-alleges paragraphs one through seven.

57. Defendant, PRUDENTIAL, is vicariously liable for the acts and omissions of Prudential's Agent.

58. Pursuant to Florida Statutes Section 478.278, Prudential's Agent owed the following duties to Plaintiff:

A. Dealing honestly and fairly; and,

B. Disclosing all known facts that materially affect the value of the residential real property which are not readily observable to the Plaintiff.

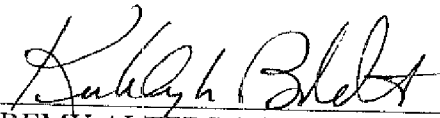
59. Prudential's Agent breached these duties by concealing and otherwise failing to disclose the material defects in the property.

60. Plaintiff sustained damages as the result of Prudential's Agent's breach of Section 475.278, including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant, PRUDENTIAL, for damages, court costs, interest, attorneys' fees and costs and such other and further relief as the Court deems just and proper.

Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted this 30th day of June, 2009.



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