

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 9:16-cv-80353-KAM

SILVER CREEK FARMS, LLC,

Plaintiff,

v.

MAGGIE FULLINGTON,

Defendant.

**DEFENDANT MAGGIE FULLINGTON'S COUNTERCLAIM AGAINST
PLAINTIFF SILVER CREEK FARMS, LLC**

Defendant, Maggie Fullington, by and through her undersigned counsel and pursuant to Fed. R. Civ. P. 7 and 13, sues Plaintiff, Silver Creek Farms, LLC, and alleges as follows:

Parties, Jurisdiction and Venue

1. Defendant, Maggie Fullington ("Fullington"), is an individual who resides in Palm Beach County, Florida.
2. Upon information and belief, Plaintiff, Silver Creek Farms, LLC ("Silver Creek"), is an Oklahoma limited liability company with its principal place of business in Oklahoma. Silver Creek has voluntarily submitted itself to the jurisdiction of this Court.
3. Jurisdiction is proper in this court as this matter involves a dispute between citizens and residents of different states and the amount in controversy exceeds \$75,000.00, exclusive of costs, interest, and attorney's fees.
4. Venue is proper in this Court as the cause of action arose here and the underlying action was filed here.

Allegations Common to All Counts

5. In or around early 2014, Summer Stoffel (“Stoffel”), individually and on behalf of Silver Creek, started advertising for sale a stallion named Apero.

6. In or around early 2014, Stoffel offered to sell Apero to Fullington, but Fullington declined.

7. On multiple occasions Stoffel called Fullington in an effort to convince her to purchase Apero, represented to Fullington that Apero had 50 to 80 breedings each year, offered to include in the sale 70 straws of frozen semen at a value of \$1,000.00 per straw.

8. Apero’s breeding records were available to Stoffel, but were not available to Fullington.

9. Fullington reasonably relied upon Stoffel’s representations with respect to Apero’s breeding history.

10. Based upon Stoffel’s representations, Fullington agreed to purchase Apero, along with 70 straws of frozen semen, with the understanding that payments would be made from stud fees when they were earned.

11. After purchasing Apero, Fullington was able to gain access to Apero’s breeding history and learned that Apero had significantly less than 50 to 80 breedings each year, as had been represented.

12. All conditions precedent to this action have occurred, have been satisfied, or have been waived.

COUNT I – FRAUDULENT INDUCEMENT

13. Fullington realleges paragraphs 1 through 12 above as if more fully set forth herein.

14. Stoffel, individually and on behalf of Silver Creek, made material misrepresentations concerning the breeding history of Apiro, specifically that Apiro had 50 to 80 breedings each year.

15. Stoffel knew that the foregoing representations were false.

16. Stoffel intended that Fullington would act in reliance upon the foregoing representations.

17. Fullington reasonably relied upon the foregoing misrepresentations.

18. Fullington was damaged as a result of the foregoing misrepresentations.

WHEREFORE, Defendant, Maggie Fullington, demands Final Judgment against Plaintiff, Silver Creek Farms, LLC, for damages, plus costs, with interest thereon, and such other and further relief as is just and proper.

COUNT II – NEGLIGENCE

19. Fullington realleges paragraphs 1 through 12 above as if more fully set forth herein.

20. Stoffel, individually and on behalf of Silver Creek, made material misrepresentations concerning the breeding history of Apiro.

21. Stoffel made the foregoing representations without knowledge as to their truth or falsity or under circumstances in which she ought to have known of their falsity.

22. Stoffel intended that Fullington would act in reliance upon the foregoing representations.

23. Fullington reasonably relied upon the foregoing misrepresentations.

24. Fullington was damaged as a result of the foregoing misrepresentations.

WHEREFORE, Defendant, Maggie Fullington, demands Final Judgment against Plaintiff, Silver Creek Farms, LLC, for damages, plus costs, with interest thereon, and such other and further relief as is just and proper.

DATED this 25th day of April, 2016.

Respectfully Submitted,

By: s/. David A. Greene
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CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of April, 2016, I caused a true and correct copy of the foregoing document to be electronically filed with the Clerk of the Court using CM/ECF, which will provide copies to counsel of record who are registered to receive CM/ECF notifications and others in the manner specified.

s/. David A. Greene
Attorney

SERVICE LIST

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