

CIVIL CASE MA
UNION COUNTY

Derek Broaddus and Maria Broaddus,
Plaintiff,

-vs-

John Woods, Andrea Woods, Chicago Title
Insurance Company, A Absolute Escrow
Settlement Company, Inc., The Watcher,
John Does #1 through #10, and ABC Corp.,
#1 through #10, name being fictitious.

Defendants.

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY: LAW DIVISION

Docket No.

UNN-L-1933-15

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiffs, Derek Broaddus and Maria Broaddus, currently a resident of Union County,
New Jersey, by way of Complaint against the Defendants, says:

THE PARTIES

1. Plaintiffs, Derek and Maria Broaddus, were the purchasers of the property located at 657
Boulevard, Westfield, New Jersey on or about June 2, 2014.
2. Defendant, John Woods, was the previous owner of and sold the property located at 657
Boulevard, Westfield, New Jersey to the plaintiffs on or about June 2, 2014.

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3. Defendant, Andrea Woods, was the previous owner of and sold the property located at 657 Boulevard, Westfield, New Jersey to the plaintiffs on or about June 2, 2014.

4. At all relevant times, the defendant, A Absolute Escrow Settlement Company, Inc., was a corporation doing business in the State of New Jersey and licensed to write insurance policies for the underwriter, defendant Chicago Title Insurance Company, pertaining to real property in the State of New Jersey.

5. At all relevant times, the defendant, Chicago Title Insurance Company, was a corporation doing business in the State of New Jersey and licensed to write insurance policies pertaining to real property in the State of New Jersey.

6. "The Watcher", was/is the writer of the threatening letters and also claims a right of ownership and/or possession to 657 Boulevard, Westfield, New Jersey.

FACTS COMMON TO ALL COUNTS

1. This action arises out of Defendants' fraudulent, avaricious, intentional and negligent concealment and misrepresentation of material facts regarding the single family dream home the Plaintiffs were purchasing located at 657 Boulevard, Westfield, New Jersey (hereafter "the home"), which defendants, John Woods and Andrea Woods sold to the Plaintiffs on or about June 2, 2014 for the sum of One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-

Seven (\$1,355,657.00) Dollars, despite knowing the potential harm that could foreseeably befall the Plaintiffs and their three (3) minor children.

2. Specifically, on or about the week of May 26, 2014, John and Andrea Woods received a disturbing letter from “The Watcher”, whom upon information and belief, noted there would be a new family moving into the home and who claimed a right of possession and/or ownership to the home.

3. Upon information and belief, John and Andrea Woods, so desperate to sell the million dollar home, knowingly and willfully failed to disclose to the Plaintiffs this disturbing letter, from an individual who claimed a right of possession and/or ownership interest in the home.

4. Upon information and belief, defendant, A Absolute Escrow Settlement Company, Inc., knew or should have known of the threatening letter sent by “The Watcher” and therefore knew or should have known of “The Watcher’s” claim of right of ownership or possession of the home and “The Watcher’s” nefarious intentions.

5. Upon information and belief, defendant, Chicago Title Insurance Company, knew or should have known of the threatening letter sent by “The Watcher” and therefore knew or should have known of “The Watcher’s” claim of right of ownership or possession of the home and “The Watcher’s” nefarious intentions.

6. Upon information and belief,, Defendants suppressed all information regarding “The Watcher” even though they were either on constructive or actual notice of the harm that could befall the Plaintiffs and their minor children as a mentally unstable individual, “The Watcher”, had only a week prior claimed obsessive and possessive rights in and to the home about to be sold to the Plaintiffs.

7. In the same vein, all Defendants failed to inform the Plaintiffs and concealed “The Watcher’s” claim of a right of possession and/or ownership of the home and his nefarious intentions.

8. Both John and Andrea Woods knew or should have known that “peace of mind” and “security” were and are of paramount importance to the Plaintiffs, specifically and in general as it true to the high end market to whom Defendants were marketing the home for sale.

9. Upon information and belief, defendants knew or should have known they would lose the deal upon any disclosure of “The Watcher” letter, and knowingly elected to pursue the One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven (\$1,355,657.00) Dollar sale proceeds rather than lose out on the sale to the Plaintiffs.

10. Upon information and belief, Defendants deliberately concealed “The Watcher” letter, knowing the materiality of such disclosure and the very high likelihood if not absolute certainty that such disclosure would defeat the transaction.

11. Defendants were correct, as the Plaintiffs absolutely would never have purchased the home had they known about “The Watcher”.

12. Plaintiffs first learned of “The Watcher’s” mentally disturbed fixation and claim to possession and/or ownership of the home on or about June 5, 2014, three (3) days after the closing, when the Plaintiffs received the first of three (3) letters, dated June 4, 2014, wherein “The Watcher” claimed the following with regards to the home: “has been the subject of my family for decades”, “I have be put in charge of watching and waiting for its second coming”, “My grandfather watched the house in the 1920s and my father watched in the 1960s. It is now my time”, “Why are you here? I will find out”, “Now that they have it to flaunt it, they pay the price”, “Tsk, tsk, tsk...bad move. You don’t want to make 657 Boulevard unhappy”, “Do you need to fill the house with the young blood I requested?”, “Once I know their names I will call to them and draw them too me”, and “I asked the Woods to bring me young blood”.

13. Plaintiffs subsequently received two (2) additional letters, the first dated on or about June 18, 2014, and the second dated July 18, 2014. These additional letters were in the same vein as the first letter: “Have they found what is in the walls yet?”, “In time they will”, “I am pleased to know your names now and the name of the young blood you have brought to me”, “Have you found all the secrets it holds”, “Will the young bloods play in the basement”, “Who has the bedrooms facing the street? I’ll know as soon as you move in”, “It will help me to know who is in which bedroom then I can plan better”, “All of the windows and doors in 657 Boulevard allow

me to watch you and track you as you move through the house”, “Who am I? I am the Watcher and have been in control of 657 Boulevard for the better part of two decades now. The Woods family turned it over to you it was their time to move on and kindly sold it when I asked them to”, “You have changed it and made it so fancy”, “It cries for the past and what used to be in the time when I roamed its halls”, “When I ran from room to room imagining the life with the rich occupants there”, “And now I watch and wait for the day when they young blood will be mine again”, “657 Boulevard is turning on me it is coming after me”, “I am in charge of 657 Boulevard”, “Let the young blood play again like I once did”, and “Stop changing it and let it alone.”

14. Since receiving these letters and being made aware of the presence of “The Watcher” and his claimed right of possession and/or ownership and/or control of the home, Plaintiffs have been consumed daily by stress, anxiety, and fear regarding what “The Watcher” will do. Due to these letters from “The Watcher” Plaintiffs have refused to move into the home as they are extremely concerned for the safety of their children and for their own safety.

15. The closing of the home took place on or about June 2, 2014 at Younghans & Burke, P.C., 141 Elmer Street, Westfield, New Jersey.

16. Plaintiffs would not be mired in their present nightmare had the Defendants adhered to their common law and statutory duty to disclose and speak honestly regarding “The Watcher”,

material facts which were uniquely within their knowledge and unavailable to Plaintiffs via an ordinary inspection of the home and its surrounding environs.

17. Currently, Plaintiffs are in the process of selling the home as they are unable to live in the home without extreme anxiety and fear for their children's safety and well being. However, Plaintiffs are having trouble selling the home as interested parties, once notified of the letters, no longer view the property as a safe home.

FIRST COUNT
(Violation of the New Jersey Consumer Fraud Act)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Each of the Plaintiffs is a "person" as defined in the New Jersey Consumer Fraud Act ("CFA") *N.J.S.A. 56:8-1 et seq.*, inasmuch as each of the Plaintiffs is a "natural person".

3. A Absolute Escrow Settlement Company, Inc., is a "person" as defined in the CFA, inasmuch as it is a corporation, which is a "business entity".

4. Chicago Title Insurance Company is a "person" as defined in the CFA, inasmuch as it is a corporation, which is a "business entity".

5. The CFA applies to commercial and professional sellers of real estate, such as Defendants.
6. CFA's prohibition on fraudulent conduct in connection with the sale of real estate is liberally construed in favor of purchasers.
7. Upon information and belief, Defendants knowingly concealed and suppressed material facts in connection with the sale of the home located at 657 Boulevard, Westfield, New Jersey: to wit, "The Watcher" and his claim of a right of ownership and/or possession and/or control of the home.
8. That a reasonable person would, in determining whether to purchase the home, undoubtedly attach significant importance to the fact that a mentally unstable individual who called himself "The Watcher", had only days prior to closing claimed a right of ownership and/or possession and/or control of the home along with sending disturbing letters to John Woods and Andrea Woods.
9. Defendants knew or should have known that the Plaintiffs would, or, at a minimum, would likely; regard such information as vitally important in determining whether to purchase the home.

10. Upon information and belief, Defendants engaged in the foregoing knowing concealment and suppression of such material facts with the intent that Plaintiffs rely thereon in purchasing and consummating the sale of the home.

11. Upon information and belief, Defendants had a personal financial interest in the transaction at issue, deriving a profit therefrom upon reaching a closing.

12. Plaintiffs were misled, deceived, and damaged by Defendants' willful and knowing concealment and suppression engaged in with the intent to mislead and deceive Plaintiffs.

13. The facts that Defendants indefensibly and unconscionably misrepresented were indispensable, and at a minimum, material to Plaintiffs' decision to purchase the home.

14. Upon information and belief, Defendants affirmative misrepresentations were made solely to induce Plaintiffs to close on the contract, as Defendants were cognizant that a married couple with three (3) young children looking to purchase a million dollar home would never close on the home, had they been informed, that a mentally unstable individual had only days prior to closing claimed a right of ownership and/or possession and/or control in the home and identified himself as "The Watcher".

15. The CFA explicitly provides that a fraudulent misrepresentation or concealment is unlawful, whether or not any person has been misled, deceived or damaged thereby.

16. Here, Plaintiffs were misled, deceived and severely damaged as a direct and proximate consequence of Defendants' unconscionable and knowing misrepresentations, concealment and suppression.

17. In this regard, Plaintiffs, as a direct and proximate result of Defendant's unconscionable and knowing misrepresentations and concealment under the CFA, have sustained ascertainable losses, including but not limited to, (a) significant reduction in the market price of the home, (b) sizable expenses and costs incurred in carrying a mortgage, taxes and insurance on the home from the time of closing on or about June 2, 2014 and (c) their attorneys' fees in seeking, *inter alia*, redress for Defendants' indefensible statutory fraud.

18. A causal relationship exists between Defendants' egregiously unlawful conduct under the CFA and the ascertainable losses sustained by Plaintiffs.

19. In this regard, but for Defendants' fraudulent concealment and suppression and unconscionable misrepresentations, Plaintiffs would not have purchased the home, and would not have suffered the precipitous decline in market value of that asset resulting from the fact that they are- just like Defendants were- obligated to disclose the conduct and claim of right of ownership and/or possession and/or control to the home, and would not have sustained the costs and expenses accruing daily with respect to, *inter alia*, the retention of the home while living elsewhere and attorney's fees.

20. By reason of Defendants' knowing and unconscionable suppression, concealment and misrepresentation perpetrated with the intent to deceive and induce reliance thereon, which constitutes unlawful conduct under the CFA, Plaintiffs are entitled to a refund of the entire purchase price with interest, while also being entitled to retain fee title to the home, together with reimbursement for all previously incurred and continuing costs, all of which constitute ascertainable damages directly and proximately caused by Defendants' unlawful, unconscionable and knowing conduct under the CFA in a sum to be determined at trial.

21. Alternatively, should the Court not direct Defendants to refund to Plaintiffs the entire purchase price with interest while also permitting Plaintiffs to retain fee title to the home, Plaintiffs are entitled to rescission of the contract, unwinding of the closing, and a full refund of the purchase price with interest.

22. Alternatively, should the Court not direct a full refund of the purchase price with interest while allowing retention of fee title, or direct rescission of the contract, unwinding of the closing, and full refund of the purchase price with interest, Plaintiffs are entitled to damages in a sum equivalent to the difference between the purchase price and the present market value of the home given Plaintiffs clear obligation to disclose to any potential purchaser that the home is the subject of "The Watcher" whom also claims a right of ownership and/or possession and/or control to the home, which differential constitutes ascertainable damages directly and proximately caused by Defendants' unlawful, unconscionable and knowing conduct under CFA.

WHEREFORE Plaintiffs demand judgment against Defendants for refund of the entire purchase price with interest while also permitting Plaintiffs to retain fee title to the home, alternatively, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, alternatively damages in the sum equivalent to difference between purchase price and present market value of the home with interest give Plaintiffs obligation to disclose to potential purchasers of "The Watcher", treble damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

SECOND COUNT
(Common Law Fraudulent Concealment)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. It is well settled that when a seller to a real estate transaction conceals some fact which is material, which is within his own knowledge and only his knowledge, from the purchaser, and which it is his duty to disclose, they are guilty of actual fraud.

3. A claim for fraudulent concealment exists where, as here, a seller to a real estate transaction is bound in conscience and duty to recognize that the facts so concealed are significant and material and are facts in respect to which he cannot innocently be silent.

4. Upon information and belief, on or about the week of May 26, 2014, one (1) week prior to closing, Defendants were indisputably aware “The Watcher” claimed a right of ownership and/or possession of the home.

5. Upon information and belief, at all times between the week of May 26, 2014 through the closing on June 2, 2014, Defendants deliberately, repugnantly, and willfully concealed and failed to disclose to Plaintiffs the letter received by “The Watcher”, an individual calling themselves “The Watcher” and his claimed right of ownership and/or possession of the home, all of which were and are material.

6. That Defendants’ had actual knowledge of “The Watcher” and his claims as aforesaid and knew that Plaintiffs were acting in complete ignorance of such facts and circumstances and would not through the ordinary due diligence of a prospective purchaser discover such material information known only to Defendants’.

7. Upon information and belief, defendants engaged in such heinous fraud despite knowing full well that Plaintiffs, if they purchased the home, intended to reside there with their three (3) young children.

8. That the foregoing facts were and are unique to the home and the property on which it is situated, directly impacts the desirability, habitability and value of the home, and were and are not germane to any other home in the immediately surrounding neighborhood.

9. Upon information and belief, knowing just how material and crucial the foregoing would be to Plaintiffs- parents of three (3) young children- Defendants deliberately concealed and failed to disclose any of the foregoing facts to Plaintiffs.

10. That the gravity of the harm inflicted by Defendant's non-disclosure is compounded by Defendants' actual knowledge that the facts not disclosed were not within the reach of the diligent attention, observation, and discovery by Plaintiffs as prospective purchasers via examination of title or the customary inspection by an engineer.

11. It would be inherently unfair and impractical to impose a duty of discovery on the part of Plaintiffs as contrasted with the clear alternative of compelling the disclosure easily made, but not made herein, by Defendants'.

12. The event as occurred herein, being such an uncommon occurrence, that Plaintiffs as purchasers could not be charged with anticipating and discovering the disquieting possibility of "The Watcher" and his claims as set forth herein and known to Defendants.

13. Here, the suppression of the truth when it clearly should have been disclosed is equivalent to the expression of falsehood.

14. The non-disclosure of the facts and circumstances known to Defendants herein but unknown to Plaintiffs amounts to a failure by Defendants to act in good faith and in accordance with reasonable standards of fair dealing.

15. Defendants were/are guilty of fraudulent concealment as their failure to volunteer the disclosure of the suppressed and concealed facts was actually known by Defendants to be significant and material, in respect of which Defendants could not have innocently remained silent as they did herein.

16. Defendants concealed or failed to disclose anything pertaining to "The Watcher" and his claims because of the certainty that it would instantly defeat the sale of the home to Plaintiffs.

17. Plaintiffs would not have closed on the contract of sale had they been aware of the foregoing, facts solely within the knowledge of Defendants.

18. A reasonable, prudent prospective purchaser of the home would have attached tremendous importance to the information concealed by Defendants in determining their course of action- whether to purchase the home.

19. The information known and accessible only to Defendants has a significant and measurable effect on the market value of the home and defendants were at all relevant times herein well aware of this effect.

20. All of the facts and circumstances presented herein are highly unusual in their potential for so disturbing Plaintiffs such that they are unable to comfortably and peacefully reside in a home where these events occurred.

21. All of the foregoing has foreseeably deprived Plaintiffs of their intended use and enjoyment of the home.

22. Accordingly, by reason of the foregoing opprobrious, intentional, and willful fraudulent concealment and non-disclosure of material facts perpetrated by Defendants upon Plaintiffs, Plaintiffs are entitled to equitably rescind the contract, unwind the closing and receive a full refund of the purchase price with interest.

23. Moreover, as a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs have incurred substantial out-of-pocket damages in an aggregate amount to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble

damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

THIRD COUNT
(Common Law Fraud)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.
2. It is well settled that New Jersey law recognizes an obligation upon a vendor of real estate, such as Defendants, to make truthful representations.
3. That Defendants made material representations of a past fact; *inter alia*, that there was no one else who made a claim of a right of ownership and/or possession of the home. Further, Defendants failed to divulge the letter they received from "The Watcher".
4. Plaintiffs reasonably relied to their detriment upon Defendants blatant lies as set forth herein.
5. As a direct and proximate result of Defendants fraud and deceit, Plaintiffs were induced to purchase the home and have incurred damages.
6. Plaintiffs would not have purchased the home had they know the true facts concerning the home.

7. A contract and the consideration thereunder is subject to rescission when it is obtained by fraud.

8. Accordingly, by reason of the foregoing opprobrious, intentional, willful, and repeated fraud perpetrated by Defendants upon Plaintiffs, Plaintiffs are entitled to equitably rescind the contract, unwind the closing procured by fraud, and a full refund of the purchase price, together with interest thereon.

9. Furthermore, as a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiffs have incurred substantial out-of-pocket damages in an aggregate amount to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

FOURTH COUNT
(Equitable Fraud)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Defendants made material representations of past facts; *inter alia*, there was no one else who made a claim of a right of ownership and/or possession of the home. Further, Defendants failed to divulge the letter they received from "The Watcher".
3. That in electing to close on the contract, Plaintiffs reasonably relied upon Defendants' blatant and rampant lies as set forth herein.
4. That Plaintiffs detrimentally relied on Defendants' material misrepresentations of fact to their detriment.
5. As a direct and proximate result of Defendants fraud and deceit, Plaintiffs were induced to purchase the home and have incurred damages.
6. Plaintiffs would not have purchased the home had they known the true facts concerning the home.
7. A contract and the consideration thereunder is subject to rescission when it is obtained by fraud.
8. Accordingly, by reason of the foregoing opprobrious, intentional, willful, and repeated fraud perpetrated by Defendants upon Plaintiffs, Plaintiffs are entitled to equitably rescind the

contract, unwind the closing procured by fraud, and a full refund of the purchase price, together with interest thereon.

9. Furthermore, as a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiffs have incurred substantial out-of-pocket damages in an aggregate amount to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

FIFTH COUNT
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. By, *inter alia*, their malicious and intentional concealment, suppression, and non-disclosure of an individual's claim of a right of ownership and/or possession of the home and Defendants failure to divulge the letter they received from "The Watcher", Defendants precluded Plaintiffs from fulfilling the entire purpose and enjoying the fruits of the contract; the acquisition of a home in which Plaintiffs could live with their three (3) young children.

3. Defendants' malicious, intentional and bad faith fraudulent conduct as aforesaid destroyed the right of Plaintiffs to receive the fruits of the contract.

4. The breaches of the implied covenant of good faith and fair dealing by Defendants have caused and will continue to cause Plaintiffs to suffer substantial damages.

WHEREFORE Plaintiffs demand judgment against Defendants for compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

SIXTH COUNT
(Intentional Infliction of Emotional Distress)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Upon information and belief, defendants intentionally and recklessly failed to disclose, *inter alia*, the claim of a right of ownership and/or possession of the home and the letter Defendants received from "The Watcher".

3. Upon information and belief, defendants engaged in the foregoing fraudulent conduct not only to ensure they did not lose the sale of the home to Plaintiffs, but also to produce severe and incalculable emotional distress for Plaintiffs.

4. Alternatively, by engaging in the fraudulent conduct described herein, Defendants acted in deliberate disregard of the high degree of probability that the severe and incalculable emotional distress presently suffered by Plaintiffs would ensue.

5. Further, defendant "The Watcher's", conduct in writing the threatening letters acted in deliberate disregard of the high degree of probability that the severe and incalculable emotional distress presently suffered by Plaintiffs would ensue.

6. Upon information and belief, defendants purposeful and willful concealment and non-disclosure of the conduct described herein and defendant "The Watcher's" purposeful conduct in writing the threatening letters, given the fact that Defendants and "The Watcher" knew Plaintiffs would reside in the home with three (3) small children, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

7. Furthermore, Defendants' unconscionable, knowing, and intentional material misrepresentations regarding their purposeful and willful concealment and non-disclosure of the conduct described herein and defendant "The Watcher's" purposeful conduct in writing the

threatening letters when Defendants and defendant “The Watcher” knew Plaintiffs would reside in the home with three (3) small children, and knew their failure to tell the truth would expose the Plaintiffs’ children to imminent and irreparable harm at the hands of “The Watcher”, a mentally unstable individual, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

8 Defendant’s fraudulent and material concealment, suppression, non-disclosure and misrepresentations described herein and defendant “The Watcher’s” purposeful conduct in writing the threatening letters are the proximate cause of the Plaintiffs emotional distress.

9. The emotional distress presently suffered by Plaintiffs- *inter alia*, Plaintiffs are mired in a perpetual state of fear regarding the safety and welfare of their children and themselves and induced insomnia- is so severe that no reasonable person could or should be expected to endure such distress.

10. Defendants’ fraudulent, intentional, malevolent, or, alternatively, reckless conduct and defendant “The Watcher’s” purposeful conduct in writing the threatening letters, is sufficiently severe so as to cause genuine and substantial emotional distress or mental harm to the average person similarly situated to Plaintiffs, as loving parents of three (3) young children who are concerned for their children’s safety of which real imminent risk of harm to which they are exposed by “The Watcher’s” targeted fixation on the home and Plaintiffs family.

11. Further, because every single day Plaintiffs and their children are potentially put in harm's way by reason of "The Watcher's" targeted fixation of Plaintiffs family, a reality which has inflicted incalculable emotional distress and strain on Plaintiffs and their marriage, and is solely attributable to Defendants' fraudulent concealment, suppression, non-disclosure and misrepresentations and "The Watcher's" purposeful conduct in writing the threatening letters, Plaintiffs are entitled to an award of punitive damages against Defendants for such willfully and wanton reckless and malicious conduct, which Defendants undertook intentionally, deliberately, and fraudulently in conscious disregard of the rights of Plaintiffs and with a criminal indifference to Defendants' civil obligations in a sum to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants for punitive damages, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

SEVENTH COUNT
(Negligent Infliction of Emotional Distress)

1. Plaintiffs hereby incorporate by referenced the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Upon information and belief, defendants intentionally and recklessly failed to disclose and intentionally and recklessly misrepresented, *inter alia*, the claim of a right of ownership and/or possession of the home and the letter Defendants received from “The Watcher”.
3. By engaging in the foregoing fraudulent conduct, Defendants should have known Plaintiffs would suffer severe and incalculable emotional distress.
4. Further, defendant “The Watcher’s”, conduct in writing the threatening letters acted in deliberate disregard of the high degree of probability that the severe and incalculable emotional distress presently suffered by Plaintiffs would ensue.
5. Upon information and belief, defendants purposeful and willful concealment and non-disclosure of the conduct described herein and defendant “The Watcher’s” purposeful conduct in writing the threatening letters, given the fact that Defendants and “The Watcher” knew Plaintiffs would reside in the home with three (3) small children, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.
6. Furthermore, Defendants’ unconscionable, knowing, and intentional material misrepresentations regarding their purposeful and willful concealment and non-disclosure of the conduct described herein and defendant “The Watcher’s” purposeful conduct in writing the threatening letters when Defendants and defendant “The Watcher” knew Plaintiffs would reside

in the home with three (3) small children, and knew their failure to tell the truth would expose the Plaintiffs' children to imminent and irreparable harm at the hands of "The Watcher", a mentally unstable individual, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

7. Defendant's fraudulent and material concealment, suppression, non-disclosure and misrepresentations described herein and defendant "The Watcher's" purposeful conduct in writing the threatening letters are the proximate cause of the Plaintiffs emotional distress.

8. The emotional distress presently suffered by Plaintiffs- *inter alia*, Plaintiffs are mired in a perpetual state of fear regarding the safety and welfare of their children and themselves and induced insomnia- is so severe that no reasonable person could or should be expected to endure such distress.

9. Defendants' fraudulent, intentional, malevolent, or, alternatively, reckless conduct and defendant "The Watcher's" purposeful conduct in writing the threatening letters, is sufficiently severe so as to cause genuine and substantial emotional distress or mental harm to the average person similarly situated to Plaintiffs, as loving parents of three (3) young children who are concerned for their children's safety of which real imminent risk of harm to which they are exposed by "The Watcher's" targeted fixation on the home.

10. Further, because every single day Plaintiffs and their children are potentially put in harm's way by reason of "The Watcher's" targeted fixation, a reality which has inflicted incalculable emotional distress and strain on Plaintiffs and their marriage, and is solely attributable to Defendants' fraudulent concealment, suppression, non-disclosure and misrepresentations, Plaintiffs are entitled to an award of punitive damages against Defendants for such willfully and wanton reckless and malicious conduct, which Defendants undertook intentionally, deliberately, and fraudulently in conscious disregard of the rights of Plaintiffs and with a criminal indifference to Defendants' civil obligations in a sum to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants for punitive damages, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

EIGHTH COUNT

(Tortious Interference with Prospective Economic Advantage)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.
2. Plaintiffs had a reasonable expectation of an economic advantage which was lost, i.e.: sale of the home, and as a direct result of defendants' malicious interference, i.e.: the threatening

letter sent to Plaintiffs by defendants, resulted in actual damages to Plaintiff, i.e.: loss of the sale of the home.

3. Stated differently, what is contemplated is the determination that but for the intentional and wrongful interference there was a reasonable probability that the victim of the interference would have received the anticipated economic benefits.

4. Plaintiffs purchased the home at One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven (\$1,355,657.00) Dollars and spent hundreds of thousands of dollars on renovations. But for the threatening letters sent by Defendants, Plaintiffs would have been able to resell the home. However, now Plaintiffs' are obligated- as were the Defendants- to disclose the conduct and claim of right of ownership and/or possession to the home, and have already lost prospective third party purchasers due to the disclosure of the threatening letters.

5. Thereby, Plaintiffs' have been damaged in the amount of One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven (\$1,355,657.00) Dollars, plus the cost of the renovations to the home, plus interest.

WHEREFORE Plaintiffs demand judgment against Defendants for punitive damages, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

NINTH COUNT
(Unmarketable Title)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. The defendant, Chicago Title Insurance Company, has issued a policy of title insurance insuring Plaintiffs and declaring Plaintiffs are the owner and holder of a “fee simple” interest in the property located at 657 Boulevard, Westfield, New Jersey.

3. In fact, “That Watcher” has exerted a right of possession or ownership interest in the property located at 657 Boulevard, Westfield, New Jersey, thereby making title unmarketable.

WHEREFORE Plaintiffs demand judgment against defendant, Chicago Title Insurance Company, for any and all damages which Plaintiff has incurred including, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, title coverage for loss of in the value of the property due to the title defect, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

DESIGNATION OF TRIAL COUNSEL

In accordance with Court Rule 4:25-4, Derek Broaddus and Maria Broaddus hereby designate Lee M. Levitt, Esq., as trial counsel in this matter.

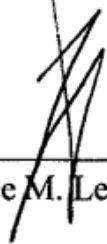
JURY DEMAND

Plaintiff demands a jury trial.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, the undersigned attorney for Plaintiff hereby certifies that to the best of the undersigned information, knowledge and belief, the within action is not presently the subject of any other action presently pending in any court or of a pending arbitration proceeding to date, nor is there any other action, except as set-forth above, or arbitration proceeding contemplated at this time.

Lee M. Levitt, LLC
Attorney for Plaintiffs

By: 

Lee M. Levitt, Esq.

Dated: June 2, 2015