

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

DENNIS K. SCHIMPF, M.D.

Plaintiff,

vs.

ZILLOW, INC.; ZILLOW GROUP
MARKETPLACE, INC.; ZILLOW HOME
LOANS, LLC; ZILLOW GROUP, INC.; JOHN
DOES; and RICHARD ROE CORPORATIONS,

Defendants.

Case No. 2:20-cv-00696-DCN

NOTICE OF REMOVAL

Defendants Zillow, Inc., Zillow Group Marketplace, Inc., Zillow Homes Loans, LLC, and Zillow Group, Inc. (collectively, “Defendants”), through their undersigned counsel and pursuant to 28 U.S.C. §§ 1441 and 1446, file this Notice of Removal of Case No. 2020-CP-08-00030, which is pending in the Court of Common Pleas, County of Berkeley, South Carolina. In support of Defendants’ Notice of Removal, Defendants state as follows:

1. On or about January 7, 2020, Plaintiff filed his Complaint in the Court of Common Pleas, County of Berkeley, State of South Carolina titled *Dennis K. Schimpf, M.D. v. Zillow, Inc., Zillow Group Marketplace, Inc.; Zillow Homes Loans, LLC; Zillow Group, Inc., John Does, and Richard Roe Corporations*, Case No. 2020-CP-08-00030.

2. In his Complaint, Plaintiff claims that on or about January 8, 2018, Defendants posted to their website Zillow.com (“Zillow Website”) false information related to Plaintiff’s property located at 74 Woodford Street, Daniel Island, South Carolina (“Property”). (Complaint ¶¶ 17 & 23.)

3. Defendants' counsel accepted service of Plaintiff's Summons and Complaint on January 15, 2020. Copies of the Summons and Plaintiff's Complaint are attached hereto as **Exhibit A**. Therefore, this Notice of Removal is timely filed. *See* 28 U.S.C. § 1446(b)(1).

4. This action is pending in the Court of Common Pleas, County of Berkeley, State of South Carolina, and, therefore, venue for purposes of removal is proper in this Court.¹

STATEMENT OF STATUTORY BASIS FOR JURISDICTION

5. This action is within the original jurisdiction of the United States District Court pursuant to 28 U.S.C. § 1332. This statute provides, in pertinent part, that “[t]he district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between . . . citizens of different States.” 28 U.S.C. § 1332(a)(1). As discussed below, this action satisfies both statutory requirements. This action is of a civil nature and involves a controversy wholly between citizens of different states, where the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

CITIZENSHIP OF THE PARTIES

6. Plaintiff is a citizen and resident of the State of South Carolina. (Complaint ¶ 1.)

7. Defendant Zillow, Inc. is a corporation incorporated in the State of Washington and has its principal place of business in the State of Washington. As such, Defendant Zillow, Inc. is organized and existing in a state other than South Carolina and maintains its principal place of business in a state other than South Carolina. (Complaint ¶ 2.)

8. Defendant Zillow Group Marketplace, Inc. is a corporation incorporated in the State of Washington and has its principal place of business in the State of Washington. As such,

¹ Defendants would refer Plaintiff and the Court to its Answer where they set forth their affirmative defenses that venue is not proper in South Carolina based on the forum selection clause Plaintiff assented to when he created a Zillow Website account on or about December 21, 2017.

Defendant Zillow Group Marketplace, Inc. is organized and existing in a state other than South Carolina and maintains its principal place of business in a state other than South Carolina. (Complaint ¶ 3.)

9. Defendant Zillow Home Loans, LLC is a single member limited liability company, whose sole member is ZGM Holdco, Inc. ZGM Holdco, Inc. is incorporated in the State of Washington and has its principal place of business in the State of Washington. As such, the sole member of Defendant Zillow Home Loans, LLC, ZGM Holdco, Inc., is organized and existing in a state other than South Carolina and maintains its principal place of business in a state other than South Carolina.

10. Defendant Zillow Group, Inc. is a corporation incorporated in the State of Washington and has its principal place of business in the State of Washington. As such, Defendant Zillow Group, Inc. is organized and existing in a state other than South Carolina and maintains its principal place of business in a state other than South Carolina. (Complaint ¶ 5.)

11. In determining whether a civil action is removable on the basis of the jurisdiction under section 1332(a), the citizenship of defendants sued under fictitious names shall be disregarded. 28 U.S.C. § 1441. Thus, the John Does and Richard Roe Corporations Defendants will be disregarded in determining citizenship.

AMOUNT IN CONTROVERSY

12. Plaintiff has asserted claims for (1) defamation, libel, and slander, and (2) negligence. Plaintiff seeks actual damages, punitive damages, and special and consequential damages. (Wherefore ¶.)

13. Plaintiff alleges that the property that is the subject-matter of Plaintiff's Complaint is listed on the open market for sale for \$1,095,000. (Complaint ¶ 20.) Plaintiff's Complaint sets

forth that Plaintiff has suffered injuries and damages, including: (a) loss of clients (past, present, and future); (b) lost earnings, wages, and income (past, present, and future); (c) other lost business and economic opportunities (past, present, and future); (d) damaged reputation (social and professional); (e) mental anguish and emotional distress; (f) humiliation and anxiety; (g) loss of enjoyment of life and inconvenience; (h) other pain and suffering; (i) loss in property value; (j) out of pocket expenses and legal expenses; and (k) other damages to be shown by the evidence produced through discovery and trial. (Complaint ¶ 59.) As such, upon information and belief and based on the allegations of Plaintiff's Complaint, Defendants believe the amount in controversy for Plaintiff's claims exceeds, exclusive of interest and costs, the jurisdictional minimum of \$75,000.00.

CONCLUSION

14. Prompt written notice of this Notice of Removal is being sent to Plaintiff through his counsel and to the Clerk of Court for the Court of Common Pleas, County of Berkeley, State of South Carolina, as required by 28 U.S.C. § 1446(d). A copy of the Notice is attached as **Exhibit B**.

15. The undersigned has read this Notice of Removal and this Notice is signed in accordance with Fed. R. Civ. P. 11. To the best of the undersigned's knowledge, information, and belief, formed after reasonable inquiry, certifies that Defendants factual allegations have evidentiary support, and its legal contentions are warranted by existing law. The undersigned also certifies that this Notice of Removal is not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needless increase in the cost of litigation.

WHEREFORE, Defendants hereby remove this action from the Court of Common Pleas, County of Berkeley, State of South Carolina to this Court pursuant to 28 U.S.C. §§ 1332, 1441, and 1446.

HAYNSWORTH SINKLER BOYD, P.A.

By: /s/ Amy F. Bower

John H. Tiller (Fed. Bar #4890)
Amy F. Bower (Fed. Bar #11784)
E. Elliot Condon (Fed Bar #13102)
134 Meeting Street, Third Floor (29401)
P. O. Box 340
Charleston, SC 29402-0340
843.722.3366
Fax: 843.722.2266
jtiller@hsblawfirm.com
abower@hsblawfirm.com
econdon@hsblawfirm.com

*Attorneys for Zillow, Inc.; Zillow Group
Marketplace, Inc.; Zillow Homes Loans,
LLC; Zillow Group, Inc.*

February 11, 2020
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	FOR THE NINTH JUDICIAL CIRCUIT
)	
Dennis K. Schimpf, M.D.,	)	C.A. No.: 2020-CP-08-_____
)	
Plaintiff,)	
)	
vs.	)	SUMMONS
	)	(Jury Trial Demanded)
Zillow, Inc.; Zillow Group Marketplace, Inc.;)	
Zillow Home Loans, LLC; Zillow Group, Inc.;)	
John Does; and Richard Roe Corporations;)	
)	
Defendants.)	
)	

TO: DEFENDANTS ZILLOW INC.; ZILLOW GROUP MARKETPLACE, INC.; ZILLOW HOME LOANS, LLC; ZILLOW GROUP, INC.; JOHN DOES; AND RICHARD ROE CORPORATIONS

YOU ARE HEREBY SUMMONED AND REQUIRED to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of you Answer thereto on the subscribers of their office at 126 Seven Farms Drive, Suite 260, Charleston, South Carolina 29492, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the plaintiff in this action will apply to the Court for the relief sought therein.

Respectfully Submitted,

SMYTH WHITLEY, LLC

s/Joshua S. Whitley
Joshua S. Whitley, Esquire
SC Bar No.: 77824
S. Tyler Graves, Esquire
SC Bar No.: 103173
126 Seven Farms Drive, Suite 260
Charleston, South Carolina 29492
(843) 606-5635
(843) 654-4095

Counsel for Plaintiff

Charleston, South Carolina
January 7, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	FOR THE NINTH JUDICIAL CIRCUIT
)	
Dennis K. Schimpf, M.D.,	)	C.A. No.: 2020-CP-08-_____
)	
Plaintiff,)	
)	
vs.	)	COMPLAINT
	)	(Jury Trial Demanded)
Zillow, Inc.; Zillow Group Marketplace, Inc.;)	
Zillow Home Loans, LLC; Zillow Group, Inc.;)	
John Does; and Richard Roe Corporations;)	
)	
Defendants.)	
_____)	

COMES NOW Plaintiff Dennis K. Schimpf, M.D. (hereinafter “Plaintiff”) and files this Complaint against Defendants Zillow, Inc.; Zillow Group Marketplace, Inc.; Zillow Home Loans, LLC; Zillow Group, Inc.; John Does; and Richard Roes Corporations (hereinafter collectively referred to as “Defendants”), and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a citizen and resident of Berkeley County, South Carolina.
2. Plaintiff is informed and believes, and based thereon alleges, that Defendant Zillow, Inc. is a corporation formed under the laws of the State of Washington, with its headquarters located in Seattle, Washington. Further, at all relevant times, Defendant Zillow, Inc. was a foreign for-profit corporation authorized to do business in South Carolina and regularly conducts business in Berkeley County, South Carolina.
3. Plaintiff is informed and believes, and based thereon alleges, that Defendant Zillow Group Marketplace, Inc. is a corporation formed under the laws of the State of Washington, with its headquarters located in Seattle, Washington. Further, at all relevant times, Defendant Zillow Group Marketplace, Inc. was a foreign for-profit corporation authorized to do business in South

Carolina and regularly conducts business in Berkeley County, South Carolina.

4. Plaintiff is informed and believes, and based thereon alleges, that Defendant Zillow Home Loans, LLC is a limited liability company formed under the laws of the State of Kansas, with its headquarters located in Overland Park, Kansas. Further, at all relevant times, Defendant Zillow Home Loans, LLC was a foreign for-profit company authorized to do business in South Carolina and regularly conducts business in Berkeley County, South Carolina. Additionally, upon information and belief, Zillow Home Loans, LLC has reserved its name (Zillow Home Loans, LLC) with the Secretary of State of South Carolina in order to become a domestic company under the laws of the State of South Carolina. This reservation was filed with the South Carolina Secretary of State on February 20, 2019.

5. Plaintiff is informed and believes, and based thereon alleges, that Defendant Zillow Group, Inc. is a corporation formed under the laws of the State of Washington, with its headquarters located in Seattle, Washington. Further, upon information and belief, Defendants Zillow, Inc., Zillow Group Marketplace, Inc. and Zillow Group Home Loans, LLC are each wholly owned subsidiaries of Defendant Zillow Group, Inc.

6. Plaintiff intends to name as defendants any other entity or person that, either directly or by joining or in concert with others was negligent and is responsible for the actions or inactions set forth in this Complaint. Defendants John Does are unknown or unidentified persons or entities within the network of individuals and businesses which participated in the acts and omissions alleged in this Complaint. Plaintiff does not know the true names of Defendants John Does. Plaintiff will seek leave of the Court to insert their true names and capacities when ascertained. Plaintiff is informed and believes, and based upon such information and belief alleges, that each of the fictitiously named Defendants John Does is responsible in some manner, way, or form, and

to some extent for acts, events, breaches, and occurrences hereinafter alleged, and that Plaintiff's damages as hereinafter alleged were proximately caused by their conduct.

7. Plaintiff intends to name as defendants any other entity who are, or were, an alter ego of Defendants named in this action, or who were agents of or joint-venturers with the named Defendants. Defendants Richard Roe Corporations are unknown or unidentified entities that are, or were, alter egos of Defendants or agents of or joint-venturers with the named Defendants in the establishment, ownership, operation, management, or control of the named Defendants. Plaintiff will seek leave of the Court to insert their true names and capacities when ascertained. Plaintiff is informed and believes, and based upon such information and belief alleges, that each of the fictitiously named Defendants Richard Roe Corporations is responsible in some manner, way, or form, and to some extent for acts, events, breaches, and occurrences hereinafter alleged, and that Plaintiff's damages as hereinafter alleged were proximately caused by their conduct.

8. Wherever appearing in this Complaint, each and every reference to "Defendant" and/or "Defendants" is intended and shall be a reference to all named Defendants in this action, and each of them, including all fictitiously named Defendants John Does and Richard Roe Corporations.

9. Plaintiff is informed and believes, and based upon such information and belief alleges, that at all times relevant to this action, each of the Defendants named herein were the agent, principal, representative, joint-venturer, alter ego, and/or partner (of any kind) of each and every other Defendant and, in doing the things hereinafter alleged, was acting within the course and/or scope of such authority as the agent, principal, representative, joint-venturer, and/or partner (of any kind) with the permission and consent of the remaining Defendants.

10. The causes of action sued upon arose in Berkeley County, South Carolina. Defendants are subject to the jurisdiction of this Honorable Court.

11. Defendants are joint tort-feasors and were all jointly, directly, and vicariously liable for the actions and/or omissions alleged in this Complaint. Venue is, therefore, proper for all Defendants in Berkeley County, South Carolina.

GENERAL ALLEGATIONS

12. Defendants are real estate companies that operate, among other ventures, an online residential real estate database, which is publicly available at the URL www.zillow.com and its subpages (hereinafter the “Zillow Website”). The Zillow Website is the market leader in the online real estate database field.

13. The Zillow Website publishes information on over 110 million homes across the United States, with a page (“Residence Page”) designated for each of the 110 million plus homes, including homes listed for sale, homes listed for pre-foreclosure, homes listed for foreclosure, and off-market homes. Each Residence Page displays information about the subject residence including, but not limited to, property tax information, public school districting, lot dimensions, price, and foreclosure information.

14. The Zillow Website states that “Zillow is the leading real estate and rental marketplace dedicated to empowering consumers with data, inspiration and knowledge around the place they call home, and connecting them with the best local professionals who can help.”¹

15. The 2018 Annual Report for Defendant Zillow Group, Inc. also sets forth the following:

- a. “Homes are the center of peoples’ lives, the focus of some of their most important decisions and often their most valuable assets.”²

¹ <https://www.zillow.com/corp/About.htm>

² Exhibit A – 2018 Annual Report, p. 13 of 155.

- b. “Our living database of approximately 110 million U.S. Homes, including homes for sale, homes for rent and homes not currently on the market, attracts an active and vibrant community of users. Individuals and businesses that use Zillow’s mobile applications and websites have updated information on more than 80 million homes, creating exclusive home profiles not available anywhere else.”³
 - c. “[N]early 180 million unique users visit Zillow Group’s mobile apps and websites each month.”⁴
 - d. “We synthesize data from hundreds of automated feeds, representing information from tens of thousands of public and private sources. Applying extensive analytics to the data, we transform it into information that is accessible, understandable, and useful.”⁵
 - e. **“If our data integrity suffers real or perceived harm, we may be subject to legal liability, and consumers and advertisers may decrease their use or cease using our products and services, which would harm our results of operations and financial condition.”**⁶
16. Plaintiff is a well-known, successful plastic surgeon in the Charleston, South Carolina area, with offices located on Daniel Island, Kiawah Island, and Summerville, South Carolina.
17. Plaintiff owns a property located at 74 Woodford Street, Daniel Island, South Carolina (the “Property”).

³ Exhibit A – 2018 Annual Report, p. 11 of 155.

⁴ Exhibit A – 2018 Annual Report, p. 4 of 155.

⁵ Exhibit A – 2018 Annual Report, p. 15 of 155.

⁶ Exhibit A – 2018 Annual Report, p. 32 of 155.

18. The Property consists of a .26 acre lot, with a custom built home that is 4,446 square feet, 5 bedrooms, and 4.5+ bathrooms. The details of the home, as described on Realtor.com, are as follows:

- a. Tucked away among beautiful grand oaks and landscaping, this custom built Low Country home offers classic architectural touches and lavish appointments. Luxurious hardwood floors, bountiful crown molding and trim and soaring ten-foot ceilings, give this home an unmistakable southern charm. The grand dining room, accented by an elegant chandelier, offers a dramatic setting for enjoying memorable meals to enjoy with family and friends. A butler's pantry with wine cooler joins the dining room and custom kitchen featuring a large center island, granite counter tops and updated stainless steel appliances. The open floor plan is great for entertaining with a Kitchen that is open to the family room and looks out onto the porch and back yard. Built-Ins are on both sides of the fireplace. Magnificent master suite is on the first floor with access to the screened porch, a double walk-in closet and beautifully appointed bath with a jetted tub, spacious "steam" shower and double sink vanity. There are four additional bedrooms as well as a media room and a study on the second floor. The home's backyard oasis provides ample opportunities for outdoor living and backs up to a privacy alley. Fully fenced back yard. This home also features a mold-free humidity-controlled crawlspace system. This property includes Daniel Island Club social membership privileges. Walk to the Park Club Swimming Pool, Tennis Center and Fitness Center. Only minutes to CHS Int'l Airport, the beaches and downtown Historical Charleston. Freshly painted inside in 2016. 2011 added new cabinets to garage, new woodwork and wainscoting, new carpet, added a steam shower, custom outdoor lighting

and landscaping. Buyer pays a one-time neighborhood enhancement fee of .5% x sales price to Daniel Island Community Association.⁷

19. Plaintiff purchased the Property on or about February 9, 2009, and has spent significant time and resources on the Property since his purchase of the same.

20. Plaintiff currently rents the Property and has it listed on the open market for sale. The listing price for the Property is \$1,095,000.

21. The Property also has a Residence Page on the Zillow Website and has had a Residence Page on the Zillow Website since at least the beginning of 2018.

22. However, Plaintiff did not create, control, or manage the Residence Page for the Property.

23. On or after January 8, 2018, Defendants published misleading, false, and inaccurate information related to the Property on the Zillow Website, namely that Residence Page for the Property listed that the Property was in foreclosure (the “False Information”).

24. Defendants were negligent in allowing the False Information to be posted on the Zillow Website for numerous third parties to view.

25. The False Information has a large impact because of Defendants’ power and prominence in the real estate market.

26. Defendants were also negligent in that they did not have safeguards in place to prevent the False information from being posted on the Zillow Website.

27. Defendants knew or should have known that the False Information could easily bypass the safeguards that were in place.

⁷ The Property details, as well as further information about the Property, can be found at https://www.realtor.com/realestateandhomes-detail/74-Woodford-St_Daniel-Island_SC_29492_M68301-89749.

28. It was reasonably foreseeable that harm would result by not having the proper safeguards in place to prevent the False Information from being published about the Property.

29. If Defendants had proper safeguards in place, the False Information would not have been published to the Zillow Website. Defendants careless business practices and improper safeguards allowed for the False Information to be published about the Property.

30. Most buyers of real estate go online to look up various homes. Defendants are disrupting the flow of information and impeding buyers' access to accurate information about homes.

31. On or about January 23, 2018, Plaintiff became aware of the False Information on the Zillow Website.

32. The False Information was published on the Zillow Website for approximately sixteen (16) days before Plaintiff became aware of the False Information and continued to be published on the Zillow Website for numerous days thereafter.

33. Plaintiff sought the assistance of legal counsel in order to have the False Information removed from the Zillow Website.

34. Unfortunately, by the time the False Information was removed from the Zillow Website, Plaintiff and the Property had already suffered significant injuries and damages, and would continue to suffer significant injuries and damages thereafter.

35. As a result of Defendants' publication of the False information:

- a. Plaintiff lost current and potential clients;
- b. Plaintiff lost earnings, wages, and income;
- c. Plaintiff lost other business and economic opportunities;
- d. Plaintiff's reputation was damaged socially and professionally;
- e. Plaintiff suffered from mental anguish and emotional distress;

- f. Plaintiff suffered from humiliation and anxiety;
- g. Plaintiff lost enjoyment of life and was inconvenienced;
- h. Plaintiff incurred unnecessary out of pocket and legal expenses; and
- i. Plaintiff's business and marketing of the Property was interfered causing serious loss to the Property's value and impeded the possibility of the Property being sold.

36. This lawsuit is an attempt to recover Plaintiff's damages and, further, to halt the negligent practices of Defendants that are victimizing U.S. property owners and, specifically, owners of property in Berkeley County, South Carolina.

FIRST CAUSE OF ACTION

**DEFAMATION, LIBEL, SLANDER
(Against All Defendants)**

37. The foregoing and following paragraphs are hereby incorporated as if fully stated.

38. Defendants made a false and defamatory statement when, on or about January 8, 2018, Defendants posted on the Zillow Website that the Property owned by Plaintiff was in foreclosure.

39. This False Information was published on the Zillow Website for a significant amount of time and for any third party visiting the Zillow Website to see.

40. The False Information was viewed by numerous individuals, including Plaintiff's patients and potential patients, Plaintiff's friends and acquaintances, other business professionals and persons located in the community where Plaintiff resides and operates his business, and other unknown individuals.

41. Defendants are directly at fault for the publication of the False Information on the Zillow Website.

42. The publication of the False Information by Defendants on the Zillow Website has caused significant harm to Plaintiff.

43. As a result of the publication of the False Information by Defendants, Plaintiff has suffered injuries and damages including, but not limited to:

- a. Loss of clients (past, present, and future);
- b. Lost earnings, wages, and income (past, present, and future);
- c. Other lost business and economic opportunities (past, present, and future);
- d. Damaged reputation (social and professional);
- e. Mental anguish and emotional distress;
- f. Humiliation and anxiety;
- g. Loss of enjoyment of life and inconvenience;
- h. Other pain and suffering;
- i. Out of pocket expenses and legal expenses;
- j. Other damages to be shown by the evidence produced through discovery and at trial.

SECOND CAUSE OF ACTION

NEGLIGENCE
(Against All Defendants)

44. Plaintiff incorporates each and every Paragraph above as though fully set forth herein.

45. Defendants owed Plaintiff a duty of due care because it was foreseeable that Plaintiff would be harmed by Defendants' publication of the False Information and the degree of certainty that Plaintiff suffered harm.

46. Public policy is in favor of imposing a duty of care on Defendants because of the nature of their business, which carries consequences to the community. Public policy clearly supports imposing a duty of care on Defendants, as the market leader in the online real estate database field, which consumers rely on for real estate information.

47. Defendants knew or should have known that the information was false because the Property

was never in any type of foreclosure proceeding, and Plaintiff has never missed a payment or performed any other act and/or omission so as to put the Property into the foreclosure process.

48. Defendants know that their “tools and processes designated to ensure accuracy, quality, and legality of such content may not always be effective.”⁸

49. Defendants know that they may be subject to legal liability because of their errors in publishing inaccurate and false information.

50. Defendants knew or should have known that publishing the False Information on the Zillow Website would cause Plaintiff injury because a reasonable person would rely on the information published on the Zillow Website.

51. Defendants knew or should have known that the False Information could bypass their standard safeguards and, in turn, be posted on the Zillow Website. It was reasonably foreseeable that this would happen.

52. Defendants were negligent in that they allowed for the False Information to be posted on the Zillow Website.

53. Further, Defendants were negligent in not having the proper safeguards in place to prevent the False Information from being posted on the Zillow Website.

54. If Defendants had a proper safeguard in place, it would have prevented harm caused to Plaintiff and the Property. Instead, the False Information caused injuries and damages to Plaintiff and the Property.

55. Defendants failed to take reasonable steps to protect the consumers, buyers and sellers, including Plaintiff.

56. Defendants breached the duty of care and were negligent by posting the False Information

⁸ Exhibit A – 2018 Annual Report, p. 32 of 155.

on the Zillow Website.

57. In the alternative, Defendants breached the duty of care and were negligent by not having appropriate safeguards in place to prevent such false information from being posted on the Zillow Website.

58. Defendants knew or should have known Plaintiff would suffer injuries and damages as a result of the Defendants' breach and negligent behavior. Plaintiff was harmed as proximate result of Defendants' breach of duty.

59. As a direct and proximate result of Defendants' careless, negligent, grossly negligent, and reckless conduct and omissions, Plaintiff suffered injuries and damages including, but not limited to:

- a. Loss of clients (past, present, and future);
- b. Lost earnings, wages, and income (past, present, and future);
- c. Other lost business and economic opportunities (past, present, and future);
- d. Damaged reputation (social and professional);
- e. Mental anguish and emotional distress;
- f. Humiliation and anxiety;
- g. Loss of enjoyment of life and inconvenience;
- h. Other pain and suffering;
- i. Loss in property value;
- j. Out of pocket expenses and legal expenses; and
- k. Other damages to be shown by the evidence produced through discovery and at trial.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants for actual damages, punitive damages, special damages and consequential damages, in an amount to be

determined by the jury at the trial of this action, attorneys' fees and costs, the fees, costs and disbursement of this action, and for such other and further relief as this Court deems proper.

Respectfully Submitted,

SMYTH WHITLEY, LLC

s/ Joshua S. Whitley

Joshua S. Whitley, Esquire

SC Bar No.: 77824

S. Tyler Graves, Esquire

SC Bar No.: 103173

126 Seven Farms Drive, Suite 260

Charleston, South Carolina 29492

(843) 606-5635

(843) 654-4095

Counsel for Plaintiff

Charleston, South Carolina
January 7, 2020

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

DENNIS K. SCHIMPF, M.D.

Case No. 2020-CP-08-00030

Plaintiff,

vs.

**NOTICE OF FILING OF DEFENDANT’S
NOTICE OF REMOVAL TO THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH
CAROLINA**

ZILLOW, INC.; ZILLOW GROUP
MARKETPLACE, INC.; ZILLOW HOME
LOANS, LLC; ZILLOW GROUP, INC.; JOHN
DOES; and RICHARD ROE CORPORATIONS,

Defendants.

TO: Honorable Leah Dupree
Clerk of Court, Berkeley County
P. O Box 219
Moncks Corner, SC 29461

Joshua S. Whitley, Esquire
S. Tyler Graves, Esquire
Smyth Whitley, LLC
126 Seven Farms Drive, Ste. 260
Charleston, SC 29492

Defendants, Zillow, Inc.; Zillow Group Marketplace, Inc.; Zillow Home Loans, LLC; and Zillow Group, Inc. (“Defendants”), by their undersigned attorneys and pursuant to 28 U.S.C. § 1446(d), notifies you that on February 11, 2020, it filed Defendants’ Notice of Removal in the United States District Court for the District of South Carolina. A copy of Defendant’s Notice of Removal is attached as Exhibit 1.

Pursuant to 28 U.S.C. § 1446(d), the Ninth Circuit Court of Common Pleas, Berkeley, South Carolina, shall proceed no further with Case No. 2020-CP-08-00030 unless and until the case is remanded.

(Signature block on following page.)

Exhibit B

HAYNSWORTH SINKLER BOYD, P.A.

By: /s/ Amy F. Bower

John H. Tiller (SC Bar #10174)
Amy F. Bower (SC Bar #101199)
E. Elliot Condon (SC Bar #103795)
134 Meeting Street, Third Floor (29401)
P. O. Box 340
Charleston, SC 29402-0340
843.722.3366
Fax: 843.722.2266
jtiller@hsblawfirm.com
abower@hsblawfirm.com
econdon@hsblawfirm.com

*Attorneys for Zillow, Inc.; Zillow Group
Marketplace, Inc.; Zillow Homes Loans,
LLC; Zillow Group, Inc.*

February 11, 2020
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on February 11, 2020, I filed the foregoing **NOTICE OF FILING OF DEFENDANT’S NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA** with the Clerk of Court using the CM/ECF system, which will automatically send electronic notification of such filing to the following attorneys for record:

Joshua S./ Whitley, Esquire
S. Tyler Graves, Esquire
Smyth Whitley, LLC
126 Seven Farms Drive, Ste. 260
Charleston, SC 29492
Attorneys for Plaintiff

/s/ Amy F. Bower
Amy F. Bower
Counsel for Zillow, Inc.; Zillow Group
Marketplace, Inc.; Zillow Homes Loans,
LLC; Zillow Group, Inc.

HSB 6148189 v.1