

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA**

JILL SCHWARTZ

*Plaintiff*

V

URBAN COMPASS, INC., et al.

*Defendants*

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19-CV-00340-RC

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**ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM  
OF DEFENDANT ALEXANDRA THOMAS SCHWARTZ**

Defendant Alexandra Thomas Schwartz (hereinafter, “Defendant Thomas Schwartz” or “Defendant”) by and through the undersigned counsel, hereby replies to the allegations in Plaintiff’s First Amended Complaint as follows:

**REPLY BY PARAGRAPH TO COMPLAINT**

**PARTIES**

1. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

2. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

3. Defendant Thomas Schwartz admits that she is a licensed real estate agent in the District of Columbia and that she resides in the District of Columbia.

4. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she

does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

5. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

### **JURISDICTION AND VENUE**

6. The allegation sets forth a legal conclusion and jurisdictional statement, to which no response is required. To the extent a response is deemed required, Defendant Thomas Schwartz denies the allegations.

7. The allegation sets forth a legal conclusion and jurisdictional statement, to which no response is required. To the extent a response is deemed required, Defendant Thomas Schwartz denies the allegations.

### **STATEMENT OF FACTS**

8. Defendant admits that the Plaintiff worked for Compass under the governing terms of the Independent Contractor Agreement (“ICA”) and that Holly Worthington was the managing broker for Compass at all relevant times. The remainder of the allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

9. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she

does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

10. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant denies the allegations.

11. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant denies the allegations.

12. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

13. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant denies the allegations.

14. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

15. Deny, as framed. Defendant Thomas Schwartz admits that she entered into a written contract with Plaintiff in February 2017 to join her team at Compass and that she held the title “senior vice president.” Defendant denies that she worked “for” Plaintiff or the Jill Schwartz Group and contends that at all relevant times she worked for Compass as an independent

contractor. A copy of the contract between Plaintiff and Defendant Thomas Schwartz (the “Team Contract”) is attached hereto and incorporated herein as **Exhibit A**.

16. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

17. Deny. Defendant Thomas Schwartz admits that Plaintiff and Defendants Thomas Schwartz, Spira, and Ferrera comprised a team of real estate agents at Compass known as the “Jill Schwartz Group.” Defendant denies and disputes the terms “dedicated” as used in the allegation.

18. Defendant Thomas Schwartz denies the allegations and further responds that the Team Contract speaks for itself. *See* Ex. A. Defendant Thomas Schwartz specifically denies that the parties entered into any oral agreements and contends that the parties were at all times subject to the Compass ICA and addenda, including the Team Contract.

19. Defendant admits that Plaintiff owns the website JillSchwartzGroup.com, which Plaintiff has owned and utilized since 2012, approximately 5 years prior to the Team’s formation in 2017, and which Plaintiff has continued to own and utilize since the Team’s termination in August 2019. Defendant denies the remainder of the allegations.

20. Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny. Defendant generally admits that while she was part of the Team, Plaintiff paid for technology and digital marketing for the Team.

21. Defendant admits that the Team Members were at all times permitted to build their own books of business and develop their own client relationships. Defendant denies that Plaintiff

enabled Defendant to begin her own practice, as Defendant Thomas Schwartz had worked as a real estate agent for Sotheby's for seven (7) years prior to collaborating with Plaintiff at Compass.

22. Defendant Thomas Schwartz admits that the Team conducted business in Washington, DC, Maryland, and Virginia. Defendant denies that the Team worked together for two years.

23. Defendant Thomas Schwartz denies the allegations in paragraph 23.

24. Defendant Thomas Schwartz denies the allegations in paragraph 24.

25. Defendant Thomas Schwartz admits that she was the listing agent for the sale of 1516 44<sup>th</sup> Street NW in March 2019, and denies the remainder of the allegations in paragraph 25.

26. Defendant Thomas Schwartz denies the allegations in paragraph 26.

27. Defendant Thomas Schwartz denies the allegations in paragraph 27.

28. Defendant Thomas Schwartz admits that she lives in the Hillandale neighborhood, and denies the remainder of the allegations in paragraph 28.

29. Defendant Thomas Schwartz admits that she notified Plaintiff on August 31, 2018 that she terminated the Team Contract. Defendant denies the remainder of the allegations.

30. Defendant Thomas Schwartz denies the allegations in paragraph 30.

31. Defendant Thomas Schwartz denies the allegations in paragraph 31.

32. Defendant Thomas Schwartz denies the allegations in paragraph 32.

33. Defendant Thomas Schwartz denies the allegations in paragraph 33.

34. Defendant Thomas Schwartz denies the allegations in paragraph 34.

35. Defendant Thomas Schwartz denies the allegations in paragraph 35.

36. Defendant Thomas Schwartz denies the allegations in paragraph 36.

37. Defendant Thomas Schwartz denies the allegations in paragraph 37.

38. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

39. Defendant admits that Plaintiff and Compass exchanged emails on September 13, 2018 to settle outstanding commissions owing to Plaintiff following the Team's termination, and further responds that the terms were finalized and approved in writing by Plaintiff in the follow-up email exchange on September 24, 2018, as reflected in the communications attached hereto and incorporated herein as **Exhibit B**. The remainder of the allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

40. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

41. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

**COUNT I**  
**(Breach of Contract – as to Compass only)**

42. No response is required of the allegations set forth in Paragraph 42.

43. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

44. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

45. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

46. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

47. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

48. The allegations are not directed to Defendant Thomas Schwartz, and therefore no response is required. To the extent a response is deemed required, Defendant responds that she

does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

**COUNT II**  
**(Breach of Contract – as to Team Members only)**

- 49. No response is required of the allegations set forth in Paragraph 49.
- 50. Defendant Thomas Schwartz denies the allegations in paragraph 50.
- 51. Defendant Thomas Schwartz denies the allegations in paragraph 51.
- 52. Defendant Thomas Schwartz denies the allegations in paragraph 52.
- 53. Defendant Thomas Schwartz denies the allegations in paragraph 53.

**COUNT III**  
**(Conspiracy – as to Team Members only)**

- 54. No response is required of the allegations set forth in paragraph 54.
- 55. Defendant Thomas Schwartz denies the allegations in paragraph 55.
- 56. Defendant Thomas Schwartz denies the allegations in paragraph 56.
- 57. Defendant Thomas Schwartz denies the allegations in paragraph 57.
- 58. Defendant Thomas Schwartz denies the allegations in paragraph 58.

**COUNT IV**  
**(Breach of Fiduciary Duty – as to Team Members only)**

- 59. No response is required of the allegations set forth in paragraph 59.
- 60. Defendant Thomas Schwartz denies the allegations in paragraph 60.
- 61. Defendant Thomas Schwartz denies the allegations in paragraph 61.
- 62. Defendant Thomas Schwartz denies the allegations in paragraph 62.
- 63. Defendant Thomas Schwartz denies the allegations in paragraph 63.



**COUNT V**  
**(Tortious Interference with Contract – as to Team Members only)**

- 64. No response is required of the allegations set forth in paragraph 64.
- 65. Defendant Thomas Schwartz denies the allegations in paragraph 65.
- 66. Defendant Thomas Schwartz denies the allegations in paragraph 66.
- 67. Defendant Thomas Schwartz denies the allegations in paragraph 67.
- 68. Defendant Thomas Schwartz denies the allegations in paragraph 68.
- 69. Defendant Thomas Schwartz denies the allegations in paragraph 69.

**AFFIRMATIVE DEFENSES**

**FIRST DEFENSE**  
**(Failure to State a Claim)**

The Plaintiff's Complaint fails to state a claim for which relief may be granted and all claims should be dismissed pursuant to Rule 12(b)(6). When the Complaint is stripped of its legal conclusions, the well-pled facts fail to allege conduct that amounts to a breach of contract or tortious violation of the law. Among other defects, Plaintiff's claims in her Amended Complaint fail for the reasons provided below.

Count II (Breach of Contract): The Plaintiff cannot show Defendant breached any contractual obligation within the scope of the 2-page commission-sharing agreement. Nor does she plead with any definiteness the existence of any enforceable oral agreement. Because the written contractual documents, and D.C. law, provide that the Broker alone has authority over the actions Plaintiff claims constitute the breach, Defendant cannot be liable to Plaintiff on these allegations in the Amended Complaint.

Count III (Conspiracy): Plaintiff fails to state a viable claim for conspiracy. To begin, conspiracy arising out of a contractual relationship is not recognized in the District of Columbia.

*See e.g., Metro D.C. Paving, Highway & Constr. Materials Council AFLCIO v. Roubin & Janeiro, Inc.*, 80-699, 1981 WL 2392, at \*3 (D.D.C. May 26, 1981). Moreover, under D.C. law, “the tort must exist in its own right independent of the contract, and any duty upon which the tort is based must flow from considerations other than the contractual relationship.” *Choharis v. State Farm Fire and Cas. Co.*, 961 A.2d 1080 (D.C. 2008), at 1089. The Plaintiff alleges no duty independent from the contract, or any special relationship between the parties beyond the contractual relationship. Even if she could, Plaintiff fails to allege any agreement between the team members to participate in an unlawful act, because the allegations set forth in the Amended Complaint are expressly permitted by the team contracts.

Count IV (Breach of Fiduciary Duty): Plaintiff’s breach of fiduciary duty claim fails as a matter of law on the facts alleged in the Amended Complaint. Plaintiff fails to plead any facts from which a fiduciary duty may be construed, as her relationship with the team members was purely contractual without any special elements of trust or confidence. Moreover, her claim fails because she does not, and cannot, allege facts from which proximate cause and injury may be inferred.

Count V (Tortious Interference): Plaintiff’s tortious interference claim fails as a matter of law. As a threshold matter, Plaintiff fails to plead with any specificity the existence of a particular contract interfered with by Defendant. More significantly, she cannot, as a matter of law, allege the existence of an enforceable oral or written agreement that she personally held with a property owner to list its property for sale. Both DC and Maryland law require that all real estate listing agreements be made in writing with the licensed broker, and prohibit agreements directly between the client and the agent. Accordingly, the allegation that “Plaintiff held contracts with brokers, developers, and homeowners” is simply impossible; these unspecified contracts would be void as

unlawful, and could not form the factual basis of a viable tortious interference claim. *See* Am. Compl., at ¶ 65. Even if Plaintiff could allege a viable contract, her allegation that Defendant modified the contracts “to exclude Plaintiff” *after* the team contract was terminated cannot constitute tortious interference. As Plaintiff admits in her original Complaint, the Broker simply reassigned the agents after the team disbanded, in accordance with the client’s choice of agent and the law. To the extent she alleges that the Defendants interfered by “entering into contracts with Plaintiff’s customers without her knowledge or involvement” while the parties were still a team, her claim necessarily fails because Defendants, as team members with Plaintiff, were not third parties to the contracts at the time the alleged tortious interference occurred. *See Mark Mktg. Serves., LLC v. Geoplast S.p.A.*, 753 F. Supp. 2d 141, 163 (D.D.C. 2010), citing to *Sorrells v. Garfinckel’s, Brooks Brothers, Miller & Rhoads, Inc.*, 565 A.2d 285, 290 (D.C. 1989).

**SECOND DEFENSE**  
**(No Oral Contract / Parol Evidence Rule)**

There is no oral contract between Plaintiff and Defendant. The only agreement between the Plaintiff and Defendant Thomas Schwartz is the written team member agreement which incorporated the independent contractor agreement terms. The merger clause in the written agreement bars the Plaintiff’s allegation of oral contract. Further, the oral agreements alleged in the Amended Complaint would be unlawful and void for public policy, given that D.C. law requires that listing agreements are between the client and the broker (not the agent).

**THIRD DEFENSE**  
**(No Breach)**

The Defendant did not breach any agreement with the Plaintiff.

**FOURTH DEFENSE**  
**(Economic Loss Doctrine)**

The Plaintiff’s claims are barred by the economic loss doctrine.

**FIFTH DEFENSE**  
**(Equitable Estoppel)**

Plaintiff's claim is barred by equitable estoppel.

**SIXTH DEFENSE**  
**(No Breach of Fiduciary Duty)**

Defendant owed no fiduciary duty to Plaintiff.

**SEVENTH DEFENSE**  
**(Independent Development)**

Defendant independently contributed to and developed the Plaintiff's database.

**EIGHTH DEFENSE**  
**(Damages)**

Plaintiff is not entitled to the damages she claims. Further, Plaintiff has no damages and also cannot show that the alleged actions by the Defendant are the proximate cause of her damages.

**NINTH DEFENSE**  
**(Unclean Hands)**

The Plaintiff's claims are barred under the doctrine of unclean hands.

**TENTH DEFENSE**  
**(Subject Matter Jurisdiction)**

The Plaintiff is not entitled to punitive damages and her claims fail to meet the \$75,000 standard required for maintaining an action in federal court on diversity of citizenship grounds.

**ELEVENTH DEFENSE**  
**(No Duty)**

The Defendant owed no duty to the Plaintiff.

**TWELFTH DEFENSE**  
**(Accord and Satisfaction)**

The Plaintiff's claims were settled and are barred by the doctrine of accord and satisfaction. The Plaintiff settled her breach of contract claims by written agreement with Compass on or about September 24, 2018. Plaintiff admits in her prior pleading that the commissions for these listings are subject to a written agreement she reached with the Broker, Compass, upon her disassociation, and also references the same settlement agreement in her Amended Complaint. *See* Original Complaint ("Compl."), at ¶ 31; Am. Compl., at at ¶ 39.

**THIRTEENTH DEFENSE**  
**(Ripeness)**

The Plaintiff's claims are not ripe for adjudication, as they rest upon contingent future events that may not occur as anticipated or at all.

**FOURTEENTH DEFENSE**  
**SIXTEENTH DEFENSE**  
**(Attorneys' Fees)**

If the Defendant is the prevailing party, reasonable attorneys' should be awarded under the bad faith and frivolous exceptions to the American Rule.

**FIFTEENTH DEFENSE**  
**(Right to Amend)**

Defendant reserves the right to amend her Answer and Affirmative Defenses given the ambiguity of Plaintiff's pleadings, and as necessary as the facts develop.

**WHEREFORE**, having fully answered the Amended Complaint and stated her Affirmative Defenses thereto, Defendant, **ALEXANDRA THOMAS SCHWARTZ**, respectfully requests that this Court enter judgment in her favor and against Plaintiff, **JILL SCHWARTZ**, and award Defendant her attorneys' fees and costs.

### **COUNTERCLAIM**

Alexandra Thomas Schwartz (hereinafter, “Thomas Schwartz” or “Counter-Plaintiff”) by and through the undersigned counsel, asserts and restates the following counterclaims against Plaintiff Jill Schwartz (“Counter-Defendant” or “Jill Schwartz”):

### **PARTIES**

70. Counter-Plaintiff Alexandra Thomas Schwartz is a natural person domiciled in the District of Columbia.

### **JURISDICTION**

71. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different states.

72. This Court has personal jurisdiction over the parties because the events giving rise to the claims alleged herein occurred in the District of Columbia and because the parties consented to venue lying in this Court.

### **VENUE**

73. Venue is proper in this Court because the events giving rise to the claims alleged herein occurred in the District of Columbia.

### **FACTUAL BACKGROUND**

74. Counter-Plaintiff is a licensed real estate agent employed as an independent contractor by Compass.

75. Counter-Plaintiff was formerly associated with Counter-Defendant as a member of the “Jill Schwartz Group,” a realty team formed by Counter-Defendant under the Compass

brokerage pursuant to a team contract between the Counter-Plaintiff with the Counter-Defendant (the “Team Contract”). *See* Exhibit A.

76. The Team Contract is a supplemental addendum to the each party’s Independent Contractor Agreement (“ICA”) with Compass.

77. On or about August 31, 2018, the Counter-Plaintiff terminated her affiliation with the Jill Schwartz Group.

78. On numerous occasions between August 31, 2018 and October 24, 2018, the Counter-Defendant Jill Schwartz verbally and in writing demanded that Compass management terminate the Counter-Plaintiff’s employment contract, based on false and derogatory allegations relating to the Counter-Plaintiff’s conduct, methods, and professional ethics and qualifications.

79. On September 11, 2018, the Counter-Defendant sent an email to Kimberly Harris, the Regional President of Compass for Maryland, Virginia, and DC, accusing the Counter-Plaintiff of unlawfully “downloading her database,” stating that the Counter-Plaintiff’s “business model is to steal the JillSchwartz group Listings,” and stating that “[t]his alone is grounds for firing” the Counter-Plaintiff. A true and accurate copy of the email communication is attached hereto and incorporated herein as **Exhibit C**.

80. This email was forwarded to Stanton Schnepf, the Senior Managing Director of Sales for Compass in Washington, DC, and to Holly Worthington, the Counter-Plaintiff’s Managing Broker.

81. On February 9, 2019, Counter-Defendant Jill Schwartz deleted the Counter-Plaintiff’s listing in the Bright Multiple Listing Service (“MLS”) public records for the April 18, 2018 sale of the property located at 1314 Farragut Street NW, Washington, DC, for the purchase price of \$1,285,000. On this transaction, the Counter-Plaintiff was the buyer’s agent. Counter-

Defendant then published a new listing naming herself as the agent and naming her new brokerage, Keller Williams Capital Properties, as the broker. At the time of this transaction, Counter-Defendant was not employed by Keller Williams, and was then employed as an agent with Compass. The Counter-Defendant omitted the Counter-Plaintiff from this false listing entirely, and replaced Counter-Plaintiff's name with "non-member Member." On information and belief, Counter-Defendant Jill Schwartz stole the Counter-Plaintiff's credit and published the false listing to inflate her sales history in the public record so that she would receive an award from the Greater Capital Area Association of Realtors (GCAAR) based on transaction volume. A true and accurate copy of this falsified listing published by Counter-Defendant Jill Schwartz is attached hereto and incorporated herein as **Exhibit D**.

82. On or about June 6, 2019, Counter-Plaintiff Alexandra Thomas Schwartz discovered that Counter-Defendant Jill Schwartz had falsified the public listing for the sale of 1314 Farragut Street NW, and notified her managing broker at Compass.

83. On June 12, 2019, upon receiving notification of this incident, Bright MLS corrected the listing data in the public record. A true and accurate copy of the corrected listing agreement is attached hereto and incorporated herein as **Exhibit E**.

84. The false information published by Counter-Defendant Jill Schwartz in the Bright MLS was visible to a wide regional audience in the District of Columbia, Maryland, Virginia, and parts of Pennsylvania, West Virginia and Delaware. The Bright MLS region is one of the largest in the country by size and geographic area. It supports nearly \$125 billion in annual real estate sales and represents more than 10 million property records. Bright MLS listing data is available to the public online through its property search portal, brightmlshomes.com. The data



on this MLS is republished by other real estate websites widely accessible to the general public throughout the United States, including Zillow.com, Realtor.com, Trulia.com, and Redfin.com.

85. Counter-Defendant has also stolen Counter-Plaintiff's professional credit by publishing on Trulia.com and Zillow.com that she was either the selling or buying agent on the following listings, when in fact, Counter-Plaintiff was the agent and closed these deals while she was an agent at Sotheby's, prior to ever joining Compass or the Jill Schwartz Group in February of 2017:

- a) 1239 Vermont Avenue, NW, Washington, DC (closed on October 30, 2016 for \$489,900)
- b) 3013 Ordway Street, NW, Washington, DC (closed on July 5, 2016 for \$1,252,200)
- c) 3800 Reno Road, NW, Washington, DC (closed on February 10, 2016 for \$675,000)
- d) 1450 Church Street, NW, # 301, Washington, DC (closed on January 4, 2016 for \$720,000)
- e) 1450 Church Street NW # 402, Washington, DC (closed on April 25, 2016 for \$900,000);
- f) 636 14<sup>th</sup> Place, NE, Washington, DC (closed on July 2, 2014 for \$693,000)
- g) 3940 7<sup>th</sup> Street, NE, # 1, Washington, DC (closed on December 31, 2014 for \$339,000)
- h) 50 V Street, NW, Washington, DC (closed on February 11, 2012 for \$1,024,999)

86. Counter-Defendant continues to actively promote her services with this false information, which remains published as of the date herein on Counter-Defendant's Zillow.com

page as her “past sales.” A true and accurate copy of the online post is attached hereto and incorporated herein as **Exhibit F**.

87. Counter-Defendant continues to publicly claim Counter-Plaintiff’s professional successes as her own in order to promote Counter-Defendant’s real estate agent services to attract clients and qualify for industry recognition and awards.

88. In total, Counter-Defendant has publicly stolen Counter-Plaintiff’s credit for \$7,379,099 in transactions.

**COUNT I**  
**(False Advertising - The Lanham Act 15 U.S.C. § 1125(a))**

89. Counter-Plaintiff repeats and incorporates by reference all allegations contained in the foregoing paragraphs as if fully set forth herein.

90. Counter-Defendant published false listings in the Bright MLS advertising the past services of the Counter-Plaintiff as her own work.

91. In addition, Counter-Defendant promoted and continues to promote Counter-Plaintiff’s listings as her own “past sales” on the Counter-Defendant’s Zillow.com page.

92. These falsified listings and Zillow.com “past sales” were and continue to be used in commerce by the Counter-Defendant to promote her services as a real estate agent.

93. Counter-Defendant’s false and misleading statements are connected with commerce, because they are used to promote and advertise the sale of her real estate services for properties located in DC and Maryland to prospective purchasers in all states.

94. The information published by Counter-Defendant in the listings and Zillow.com posts are false and misleading representations and descriptions of fact which are likely to cause confusion or mistake and which actually deceive as to the affiliation, connection and association of the Counter-Defendant as to these property transactions, within the meaning of 15 U.S.C. §

1125 (a)(1)(A). Counter-Defendant is claiming the commercial activity of Counter-Plaintiff as her own.

95. The information published by Counter-Defendant in the MLS and on Zillow.com are commercial advertisements and promotions within the meaning of 15 § U.S.C. 1125 (a)(1)(B).

96. The Counter-Defendant's false statements misrepresent the origin, nature and characteristics of the Counter-Defendant's services and commercial activities with regard to these properties. She claims the Counter-Plaintiff's services and commercial activities as her own work to gain a competitive advantage and attract business.

97. The information is viewable online by other industry professionals, trade associations, and prospective clients of the Counter-Plaintiff throughout the United States.

98. Trade associations consider a real estate agent's listings in the MLS in their decision to grant or deny the agent industry awards and recognition.

99. Prospective customers evaluate potential real estate agents by their listings and professional recognition. The false information published by Counter-Defendant has a material effect on a prospective client's selection of a real estate agent for the sale or purchase of residential property.

100. Counter-Plaintiff is or is likely to be damaged by the Counter-Defendant's false advertising, in losing professional recognition for her own services and in losing prospective customers and commissions.

101. WHEREFORE, Counter-Plaintiff seeks an award of compensatory, special, and punitive damages in an amount not less than \$1,000,000, attorneys' fees and costs, and any and all other relief as justice so requires.

**COUNT II**  
**(Defamation)**

102. Counter-Plaintiff repeats and incorporates by reference all allegations contained in the foregoing paragraphs as if fully set forth herein.

103. On numerous occasions between August 31, 2018 and October 26, 2018, Counter-Defendant made patently false and derogatory statements about Counter-Plaintiff to her managing broker, and other persons employed in supervisory and leadership roles within Compass, in a campaign to convince Compass to fire the Counter-Plaintiff as an agent.

104. Specifically, on September 11, 2018, Counter-Defendant emailed Kimberly Harris, the Regional President of Compass, falsely accusing the Counter-Plaintiff of theft in “downloading her database,” and otherwise accusing the Counter-Plaintiff of using unethical and unlawful methods in her trade as a basis for her firing. In this email, she made the false accusation that Counter-Plaintiff’s “business model is to steal the JillSchwartz group Listings.”  
*See Ex. C.*

105. Counter-Defendant willfully, maliciously, and knowingly published the false and defamatory statements with the intent to harm the professional reputation of Counter-Plaintiff, so that Compass would terminate her contract.

106. The Counter-Defendant published her false statements regarding the professional conduct, quality, abilities, and character of Counter-Plaintiff without privilege. Counter-Defendant has no protection against false statements under the First Amendment and has no immunity under the qualified privilege defense.

107. Such statements imputed to the Counter-Plaintiff the criminal offense of theft and otherwise attacked her fitness for her profession and trade, and her ability to perform her work within the standards of her employer. These false statements constitute actionable defamation as

a matter of law and damages may be presumed.

108. Counter-Defendant's false statements caused injury to the Counter-Plaintiff in her trade and profession, as they have caused reputational damage to Counter-Plaintiff in addition to cognizable harm in an amount to be proven at trial, including medical and health care expenses, and severe emotional and mental distress.

109. WHEREFORE, Counter-Plaintiff seeks an award of compensatory, special, and punitive damages in an amount not less than \$1,000,000, attorneys' fees and costs, and any and all other relief as justice so requires.

**COUNT III**  
**(Intentional Interference with Prospective Economic Opportunities)**

110. Counter-Plaintiff repeats and incorporates by reference all allegations contained in the foregoing paragraphs as if fully set forth herein.

111. The Counter-Plaintiff's professional success requires ongoing efforts to work toward prospective advantageous business transactions, which is dependent upon maintaining an excellent reputation in the market.

112. The Counter-Plaintiff's professional reputation is based upon her past transactions and industry recognition.

113. Trade associations consider a real estate agent's listings in the MLS in their decision to grant or deny the agent industry awards and recognition.

114. Prospective customers evaluate potential real estate agents by their public listings and professional recognition.

115. Counter-Defendant had actual knowledge of the Counter-Plaintiff's reliance on online public listings in the MLS in attracting new clients. Counter-Defendant had sufficient

knowledge of Counter-Plaintiff and its operations to be aware of the Counter-Plaintiff's prospective advantageous business opportunities.

116. With the intent to disrupt Counter-Plaintiff's ability to attract new business based on her past listings, Counter-Defendant changed the data in the public MLS to steal the credit for the Counter-Plaintiff's past transactions.

117. Further, Counter-Defendant published false and defamatory statements to the Counter-Plaintiff's employer and managing broker in an intentional effort to interfere with and damage Counter-Plaintiff's professional reputation, listings, and prospective business opportunities.

118. The published false and defamatory statements by Counter-Defendant regarding the Counter-Plaintiff's professional conduct, quality, character, and abilities have directly and proximately caused damage to Counter-Plaintiff's prospective advantageous business opportunities.

119. Counter-Plaintiff has suffered lost future contracts and lost opportunities to obtain customers.

120. WHEREFORE, Counter-Plaintiff seeks an award of compensatory damages in an amount to be proven at trial, plus punitive damages, attorneys' fees and costs, and any and all other relief as justice so requires.

**COUNT IV**  
**(Unfair Competition)**

121. Counter-Plaintiff repeats and incorporates by reference all allegations contained in the foregoing paragraphs as if fully set forth herein.

122. Counter-Defendant deceptively misappropriated and utilized the name, goodwill, and listing history of the Counter-Plaintiff in her Trulia.com and Zillow.com profiles and on the

MLS, to gain a personal competitive advantage and to steal Counter-Plaintiff's professional credit.

123. Counter-Plaintiff's listing history is a valuable intangible asset owned by Counter-Plaintiff, as it represents the agent's professional experience and reputation.

124. Counter-Plaintiff expended significant time, labor and money in developing her professional record of successful listings.

125. Counter-Defendant has misappropriated this asset and the fruits of Counter-Plaintiff's labor and expenditures at no cost, for her own unfair advantage, to deceptively market as her own professional successes under her own name.

126. Counter-Plaintiff and Counter-Defendant are in a commercially competitive relationship as competing real estate agents in the same regional real estate market.

127. Counter-Defendant has defamed the Counter-Plaintiff to her employer by disparagement of her business methods, with the intent of causing her termination and shame, to sabotage her ability to compete as a real estate agent.

128. Counter-Defendant has maliciously and intentionally interfered with Counter-Plaintiff's market reputation.

129. Customers evaluate real estate agents based on listings of properties, online ratings, and industry recognition.

130. Counter-Defendant has further engaged in unfair competition by false advertising in the MLS, Trulia.com, and on Zillow.com, to mislead customers into believing the Counter-Plaintiff's services and work history are her own.

131. Plaintiff has suffered and continues to suffer severe economic injury, including lost sales, lost commissions, lost dealings, and other compensatory damages in an amount to be proven at trial.

132. WHEREFORE, Counter-Plaintiff seeks an award of compensatory damages in an amount to be proven at trial, plus punitive damages, attorneys' fees and costs, and any and all other relief as justice so requires.

**WHEREFORE**, the Counter-Plaintiff/Defendant Alexandra Thomas Schwartz respectfully requests that the Court enter a judgment against Plaintiff/Counter-Defendant Jill Schwartz in an amount of actual and compensatory damages to be determined at trial, and award her any other relief that the Court may deem equitable, including punitive damages, interest, costs, and attorneys' fees.

Dated: May 4, 2020

Respectfully submitted,

/s/ Valerie J. Edwards  
Valerie J. Edwards, Esq. (DC 1013420)  
Antonoplos & Associates, Attorneys at Law  
1725 DeSales Street NW # 600  
Washington, DC 20036  
Tel: (202) 803-5676 ext. 103  
Fax: (202) 803-5677  
Email: [Valerie@antonlegal.com](mailto:Valerie@antonlegal.com)

/s/ Peter D. Antonoplos  
Peter D. Antonoplos, Esq. (DC 485119)  
Antonoplos & Associates, Attorneys at Law  
1725 DeSales Street NW # 600  
Washington, DC 20036  
Tel: (202) 803-5676 ext. 103  
Fax: (202) 803-5677  
Email: [Peter@antonlegal.com](mailto:Peter@antonlegal.com)

*Attorneys for Defendant / Counter-Plaintiff  
Alexandra Thomas Schwartz*



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 4th day of May, 2020, a true and accurate copy of the foregoing *Answer, Affirmative Defenses, and Counterclaim* was filed electronically and served upon the all parties through their respective counsel via the Court's CM/ECF system.

\_\_\_\_\_/s/ Valerie J. Edwards

Valerie J. Edwards (DC # 1013420)

# EXHIBIT A

COMPASS



JILL SCHWARTZ GROUP

February 13, 2017

I am so pleased to extend Alexandra Thomas an offer as Senior Vice President of the Jill Schwartz Group of Compass. This agreement shall serve as a supplemental addendum to the Compass Independent Contractor Agreement for the purposes of communicating the Compensation Plan.

Alexandra Thomas will have a scheduled LifeStyle Photo Shoot at the earliest possible date and will be able to utilize all of the digital assets of the Jill Schwartz Group. Furthermore, all future Jill Schwartz Group marketing material including print and digital will include Alexandra. Jill will work directly with Compass Marketing to facilitate a seamless transition for Alex to include on-point brand collateral. The cost of all of the marketing material, print media, digital media and mailings, swag and events under the Jill Schwartz Group, LLC will be provided free of charge to Alexander.

Alexandra will also have full access to the Agent Menu of Services that are provided by Compass Marketing. These are additional services that are available via the a-la-carte menu and the Jill Schwartz Group will cover the cost of these services too.

Alexandra will be able to target market her sphere of influence by utilizing the technology in-place with the Jill Schwartz Group, including Top Producer as the CRM, Dropbox, DocuSign, Chimpmail, and marketing databases.

The Compensation Plan will be Commission paid by Compass after the Compass 15 percent fee with the following schedule.

#### COMMISSION SPLIT SCENARIO

60/40	All Shared transactions Listings or Sales up to 5m per year.
70/30	All Shared transactions Listings or Sales up to 10m per year.
70/30	All Individual transactions up to 5 million per year.
75/25	All Individual transactions up 10 million per year.
80/20	All Individual transactions over 10 Million.
100	Rentals representing tenants
95/5	Rental Listings
n/c	Any step-in team assistance by JSG Group Members.
*TBD	Unique/referral/team/transactions determined case by case.

## COMPASS

Alexandra will be provided jump desk space at Compass Logan Office, dedicated desk at Compass Georgetown Office, and dedicated desk within Jill Schwartz Group private office at Chevy Chase.

In the unlikely event that this Independent Contractor Agreement is terminated the following items will be in effect:

1. All Jill Schwartz Group internal plans, procedures, processes and group infrastructure will remain completely confidential. Furthermore, this information will not be shared with other Compass Groups, Teams, and Individual Agents.
2. The CRM Database that houses the clients names will revert to the original client ownership profile.

Jill Schwartz Group represents the highest level of integrity, customer and client commitment and industry standards. With mutual respect in mind, this agreement may be updated and modified, as needed, upon agreement of Jill and Alexandra.

Alexandra Thomas

Date

Jill Schwartz

Date

Alexandra Thomas 2/15/17

# EXHIBIT B



Holly Worthington &lt;holly@compass.com&gt;

---

**Final JSG Payout Plan**

5 messages

**Kimberly Harris** <kimberly.harris@compass.com>

Fri, Sep 21, 2018 at 11:40 AM

To: Jill Schwartz &lt;jill@compass.com&gt;

Cc: Holly Worthington &lt;holly@compass.com&gt;

Jill,

I am pleased to share the final summary of the payout plan for the outstanding cases for your team. **Please confirm the below arrangement and that this resolves all ongoing disputes regarding this separation.** Thanks for getting us to the finish line!

**1) 1232 Hamlin Street NE (settling December 2018/Sale Price \$ 1,100,000)**

55% to Team

45% to Jill

*deal fell apart never settled***2) 6007 Bradley Blvd (settling 9/25/18/Sale Price \$ 905,000)**

60% to Team

40% to Jill

*Settled + paid***3) 710 E Street (settling 9/17/18/Sale Price \$1,750,000)**

Listing Side 2.5%

55% to Team

45% to Jill

*settled + paid*

Buyer's Side 2.5%

60% to Team

40% to Jill

**Jill to receive 10% referral fee on the out-sale of the new construction condos after they are built.****4) Listing at 7537 12th Street NW**

50% to Team

50% to Jill

**5) 1418 Meridian Street NW /4 condos**

55% to Team

45% to Jill

**6) 1516 44th Street**

50% to Team

50% to Jill

*will not be listed by team members*

Please feel free to reach out with any questions. Additionally, our Bethesda temp space is officially opening on 10/1, so let's get you ready for the big move. We're thrilled! Thanks!

**Kimberly Harris**  
General Manager

1313 14th St NW  
Washington DC 20005  
m: 917.776.5111

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**Kimberly Harris** <kimberly.harris@compass.com>  
 To: Jill Schwartz <jill@compass.com>  
 Cc: Holly Worthington <holly@compass.com>

Sat, Sep 22, 2018 at 9:27 AM

**Kimberly Harris**  
 General Manager

1313 14th St NW  
 Washington DC 20005  
 m: 917.776.5111

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Begin forwarded message:

**From:** Kimberly Harris <kimberly.harris@compass.com>  
**Date:** September 21, 2018 at 8:40:01 AM PDT  
**To:** Jill Schwartz <jill@compass.com>  
**Cc:** Holly Worthington <holly@compass.com>  
**Subject:** Final JSG Payout Plan

Jill,

I am pleased to share the final summary of the payout plan for the outstanding cases for your team. **Please confirm the below arrangement and that this resolves all ongoing disputes regarding this separation.**  
 Thanks for getting us to the finish line!

**1) 1232 Hamlin Street NE (settling December 2018/Sale Price \$ 1,100,000)**  
 55% to Team  
 45% to Jill

**2) 6007 Bradley Blvd (settling 9/25/18/Sale Price \$ 905,000)**  
 60% to Team  
 40% to Jill

**3) 710 E Street (settling 9/17/18/Sale Price \$1,750,000)**  
 Listing Side 2.5%  
 55% to Team  
 45% to Jill

Buyer's Side 2.5%  
60% to Team  
40% to Jill

**Jill to receive 10% referral fee on the out-sale of the new construction condos after they are built.**

**4) Listing at 7537 12th Street NW**

50% to Team  
50% to Jill

**5) 1418 Meridian Street NW /4 condos**

55% to Team  
45% to Jill

**6) 1516 44th Street**

50% to Team  
50% to Jill

Please feel free to reach out with any questions. Additionally, our Bethesda temp space is officially opening on 10/1, so let's get you ready for the big move. We're thrilled! Thanks!

**Kimberly Harris**  
General Manager

1313 14th St NW  
Washington DC 20005  
m: 917.776.5111

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**Kimberly Harris** <kimberly.harris@compass.com>  
To: Jill Schwartz <jill@compass.com>  
Cc: Holly Worthington <holly@compass.com>

Mon, Sep 24, 2018 at 1:14 PM

Jill - I hope that you had a wonderful weekend! I wanted to follow-up on the separation plan. The plan reflects your proposal that we discussed 2 weeks ago and addresses all open points. For our records, please confirm the plan below.

Also, we will be in touch later this week to plan for the Bethesda move next week. We're excited about the next steps and continuing to support you. Thanks again for your help and patience during the process.

All the best,  
Kim

**Kimberly Harris**  
General Manager

1313 14th St NW  
Washington DC 20005  
m: 917.776.5111



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• •

On Fri, Sep 21, 2018 at 8:40 AM Kimberly Harris <kimberly.harris@compass.com> wrote:  
Jill,

I am pleased to share the final summary of the payout plan for the outstanding cases for your team. **Please confirm the below arrangement and that this resolves all ongoing disputes regarding this separation.** Thanks for getting us to the finish line!

**1) 1232 Hamlin Street NE (settling December 2018/Sale Price \$ 1,100,000)**

55% to Team

45% to Jill

**2) 6007 Bradley Blvd (settling 9/25/18/Sale Price \$ 905,000)**

60% to Team

40% to Jill

**3) 710 E Street (settling 9/17/18/Sale Price \$1,750,000)**

Listing Side 2.5%

55% to Team

45% to Jill

Buyer's Side 2.5%

60% to Team

40% to Jill

**Jill to receive 10% referral fee on the out-sale of the new construction condos after they are built.**

**4) Listing at 7537 12th Street NW**

50% to Team

50% to Jill

**5) 1418 Meridian Street NW /4 condos**

55% to Team

45% to Jill

**6) 1516 44th Street**

50% to Team

50% to Jill

Please feel free to reach out with any questions. Additionally, our Bethesda temp space is officially opening on 10/1, so let's get you ready for the big move. We're thrilled! Thanks!

**Kimberly Harris**

General Manager

1313 14th St NW  
Washington DC 20005  
m: 917.776.5111

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• •  
• •**Jill Schwartz** <jill@compass.com>

Mon, Sep 24, 2018 at 8:30 PM

To: Kimberly Harris &lt;kimberly.harris@compass.com&gt;

Cc: Holly Worthington &lt;holly@compass.com&gt;

Hi Kim and Holly,

I went back and reviewed everything. I did approve on Sept. 13th and here is my approval again.

Please update the following:

1. The buyer agency for 713 E Street is 3 percent, not 2.5 percent.

And it says buyer is paying the commission.

BAA to follow.

Thank you again for all of your help. I'm so looking forward to Bethesda Office space!

**Principal|Jill Schwartz Group****Vice President Compass****Founding Member Sports & Entertainment Division**

Licensed in DC/DE/MD/NJ/VA

Mobile 301-758-7224

Jill@Compass.com

JillSchwartzGroup.com

Washingtonian Top Producer 2015, 2016, 2017

Top Individual Agent in Bethesda, 2016

Top 5 Group in Compass 2016

LEED AP Green Certified



On Sep 24, 2018, at 1:14 PM, Kimberly Harris &lt;kimberly.harris@compass.com&gt; wrote:

Jill - I hope that you had a wonderful weekend! I wanted to follow-up on the separation plan. The plan reflects your proposal that we discussed 2 weeks ago and addresses all open points. For our records, please confirm the plan below.

Also, we will be in touch later this week to plan for the Bethesda move next week. We're excited about the next steps and continuing to support you. Thanks again for your help and patience during the process.

All the best,  
Kim

**Kimberly Harris**  
General Manager

1313 14th St NW  
Washington DC 20005  
m: 917.776.5111

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	Denver	New York City		
	Greenwich, CT	Philadelphia		

On Fri, Sep 21, 2018 at 8:40 AM Kimberly Harris <kimberly.harris@compass.com> wrote:  
Jill,

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45% to Jill

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60% to Team

40% to Jill

**3) 710 E Street (settling 9/17/18/Sale Price \$1,750,000)**

Listing Side 2.5%

55% to Team

45% to Jill

Buyer's Side 2.5%

60% to Team

40% to Jill

**Jill to receive 10% referral fee on the out-sale of the new construction condos after they are built.**

**4) Listing at 7537 12th Street NW**

50% to Team

50% to Jill

**5) 1418 Meridian Street NW /4 condos**

55% to Team

45% to Jill

**6) 1516 44th Street**

50% to Team

50% to Jill

Please feel free to reach out with any questions. Additionally, our Bethesda temp space is officially opening on 10/1, so let's get you ready for the big move. We're thrilled! Thanks!

Kimberly Harris  
General Manager

1313 14th St NW  
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m: 917.776.5111

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# REDACTED

----- Forwarded message -----

From: **Kimberly Harris** <kimberly.harris@compass.com>  
Date: Fri, Sep 21, 2018 at 11:40 AM  
Subject: Final JSG Payout Plan  
To: Jill Schwartz <jill@compass.com>  
Cc: Holly Worthington <holly@compass.com>

Jill,

I am pleased to share the final summary of the payout plan for the outstanding cases for your team. **Please confirm the below arrangement and that this resolves all ongoing disputes regarding this separation.** Thanks for getting us to the finish line!

**1) 1232 Hamlin Street NE (settling December 2018/Sale Price \$ 1,100,000)**  
55% to Team  
45% to Jill

**2) 6007 Bradley Blvd (settling 9/25/18/Sale Price \$ 905,000)**  
60% to Team  
40% to Jill

**3) 710 E Street (settling 9/17/18/Sale Price \$1,750,000)**  
Listing Side 2.5%  
55% to Team  
45% to Jill

Buyer's Side 2.5%  
60% to Team  
40% to Jill

**Jill to receive 10% referral fee on the out-sale of the new construction condos after they are built.**

**4) Listing at 7537 12th Street NW**

50% to Team

50% to Jill

**5) 1418 Meridian Street NW /4 condos**

55% to Team

45% to Jill

**6) 1516 44th Street**

50% to Team

50% to Jill

Please feel free to reach out with any questions. Additionally, our Bethesda temp space is officially opening on 10/1, so let's get you ready for the big move. We're thrilled! Thanks!

**Kimberly Harris**  
General Manager

1313 14th St NW  
Washington DC 20005  
m: 917.776.5111

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From: **Jill Schwartz** <[jill@compass.com](mailto:jill@compass.com)>  
 Date: Thu, Sep 13, 2018 at 11:10 AM  
 Subject: Re: Discussed solution to outstanding cases and listings.  
 To: Holly Worthington <[holly@compass.com](mailto:holly@compass.com)>  
 Cc: Stanton Schnepf <[Stanton@compass.com](mailto:Stanton@compass.com)>, Kimberly Harris <[kimberly.harris@compass.com](mailto:kimberly.harris@compass.com)>

Correct and approved on all points below.  
 I'm still going thru all buyer agreements and developers so more may be added in future to be reviewed.  
 Thank you for your time and assistance!



**Principal|Jill Schwartz Group**  
**Vice President Compass**  
**Founding Member Sports & Entertainment Division**  
 Licensed in DC/DE/MD/NJ/VA  
 Mobile 301-758-7224  
[Jill@Compass.com](mailto:Jill@Compass.com)  
[JillSchwartzGroup.com](http://JillSchwartzGroup.com) [[jillschwartzgroup.com](http://jillschwartzgroup.com)]

Washingtonian Top Producer 2015, 2016, 2017  
 Top Individual Agent in Bethesda, 2016  
 Top 5 Group in Compass 2016  
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	The Hamptons	New York City			

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On Sep 13, 2018, at 9:34 AM, Holly Worthington <[holly@compass.com](mailto:holly@compass.com)> wrote:

Hi Jill,  
 Below is what we discussed regarding paying the outstanding cases for your team. Please approve this or let me know if I got something wrong or if I missed anything. Thank you for takign the tiem to sit down and figure this out. Holly

**1) 1232 Hamlin Street NE settling December 2018 Sale Price \$ 1,100,000 CASE MUST BE TURNED IN BY RAY.**

**Seller: Daisy Properties/Matt Spicer Shared listing between Jill and Ray.**

**55% to Ray**

**45% to Jill**

**2) 6007 Bradley Blvd settling 9/25/18 Sale Price \$ 905,000.**

Buyer: Pia Prakash, Danielle's friend

Danielle 60% Jill 40%.

\*Commission from builder should be paid on entire construction acquisition price. Attempts to be made to collect entire owed commission from developer/seller.

**3) 710 E Street settling 9/17/18 Sale Price 1,750,000. 2 sides**

JC Development Seller was Ray's contact. Buyer was Danielle's contact

Listing Side 2.5% 55% to Ray and 45%

Buyer's Side 2.5% Danielle 60% and Jill 40%.

Jill to receive 30% referral fee on the out-sale of the new construction condos after they are built.

**4) Listing at 7537 12th Street NW Alex Thomas to handle all.**

Alex 50% Jill 50%. Alex to comply with Jill Schwartz Group Marketing checklist provided to seller and to provide the same level of service to the seller as the JSG offered in order to get the listing because the seller believes he has listed with JSG. .

**5) 1418 Meridian Street NW 4 condos Ray 55% Jill 45% Jill to call Chi to see if she can keep the listing. Unsure of who will handle the listing. Jill will determine.**

**6) 1516 44th Street 50% Alex 50% Jill Listing agreement has been submitted to Stanton by Alex for signature. Listing is 90 day agreement with 5% commission split 2.5% 2.5%. Jill will contact Chi (seller) about using Jill only and about redoing the listing agreement.**

\*\*\*\*\*Is this correct? My notes also show that you are willing to pay Ray 55% and Jill 45%. \*\*\*\*\*

**7) 427 5th Street SE - TOPA rights (for 4 or 5 tenants) assignment in google docs. Ray has no case on this. Nothing has been turned in to Compass.**

**8) Existing un-submitted Buyer broker agreement ratified 7/31/18 with Ray and clients Gina Hong and Colin Grubbs. Purchase paid at 55% Ray 45% Jill.**

**Holly Worthington**

Principal Broker

5471 Wisconsin Ave, Suite 300  
Chevy Chase, MD 20815  
m: (301) 943-0314

**COMPASS** [\[compass.com\]](https://compass.com)

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| MALIBU | PASADENA | MONTECITO | SANTA BARBARA | BASALT | ASPEN | SAN FRANCISCO





# EXHIBIT C

COMPASS

Holly Worthington &lt;holly@compass.com&gt;

**Fwd: Screenshot 2018-09-11 at 6.29.17 PM**

2 messages

Kimberly Harris &lt;kimberly.harris@compass.com&gt;

Tue, Sep 11, 2018 at 6:39 F

To: Holly Worthington &lt;holly@compass.com&gt;, Stanton Schnepf &lt;stanton@compass.com&gt;

More from Jill.

Kimberly Harris  
General Manager1313 14th St NW  
Washington DC 20005  
m: 917.776.5111

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----- Forwarded message -----

From: **Jill Schwartz** <jill@compass.com>

Date: Tue, Sep 11, 2018 at 6:35 PM

Subject: Screenshot 2018-09-11 at 6.29.17 PM

To: Kimberly Harris &lt;kimberly.harris@compass.com&gt;

Kim,

I am still taking incoming from Alex.

The immaturity speaks for itself.

Everything was suppose to be on hold per Holly.

She had zero to do with securing the purchase in the first place. She had zero to do with me securing the listing in the second place in 2017.

She was not involved at all. She sent the listing agreement to the Seller one hour before she downloaded my database.  
This alone is grounds for firing.

Her business model is to steal the JillSchwartz group Listings that I secured.

6:29



Alex

iMessage  
Today 6:21 PM

Jill, I'm really not sure

**why you went into MRIS  
and deleted my name  
and contact info and put  
on yourself!!**

**seriously NOT cool. You  
could have at least  
uploaded your own  
photos. I will be changing  
it back to mine.**





Principal Jill Schwartz Group  
 Vice President Compass  
 Founding Member Sports & Entertainment Division  
 Licensed in DC/DE/MD/NJ/VA  
 Mobile 301-758-7224  
 Jill@Compass.com  
 JillSchwartzGroup.com

Washingtonian Top Producer 2015, 2016, 2017  
 Top Individual Agent in Bethesda, 2016  
 Top 5 Group in Compass 2016  
 LEED AP Green Certified



Holly Worthington <holly@compass.com>

Tue, Sep 11, 2018 at 6:46 PM

To: Kimberly Harris <kimberly.harris@compass.com>, Stanton Schnepf <Stanton@compass.com>

This is the listing that Jill "wanted nothing to do with." I had gotten her agreement to pay Alex 70% and Jill would get 30% and Alex would do all of the work. I told Alex that. This is the seller that Jill emailed and he responded with I don't know what is going on with the Jill Schwartz group but you all sort that out yourselves.

Holly Worthington  
 Principal Broker

5471 Wisconsin Ave, Suite 300  
 Chevy Chase, MD 20815  
 m: (301) 943-0314

## COMPASS

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[Quoted text hidden]

# EXHIBIT D

**Agent Full****1314 Farragut St NW, Washington, DC 20011****Closed****Residential****\$1,285,000**

MLS #: DCDC390956  
 Tax ID #: 2807//0036  
 Ownership Interest: Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 3+  
 Waterfront: No  
 Garage: Yes

Beds: 4  
 Baths: 3 / 1  
 Above Grade Fin SQFT: 2,634 / Assessor  
 Price / Sq Ft: 487.85  
 Year Built: 1917  
 Style: Contemporary  
 Central Air: No  
 Basement: Yes

**Location**

County: Washington, DC  
 In City Limits: Yes  
 Legal Subdivision: 16TH STREET HEIGHTS  
 Subdiv / Neigh: 16Th Street Heights

School District: District Of Columbia Public Schools  
 Election District: 4

**Taxes and Assessment**

Tax Annual Amt / Year: \$8,945 / 2018  
 City/Town Tax: \$8,945 / Annually  
 Clean Green Assess: No  
 Zoning: CO43

Tax Assessed Value: \$1,131,320 / 2018  
 Imprv. Assessed Value: \$708,200  
 Land Assessed Value: \$423,120  
 Block/Lot: 2807 / 36

**Rooms****Bed Bath**

Main 4 3 Full, 1 Half

**Building Info**

Above Grade Fin SQFT: 2,634 / Assessor  
 Below Grade Fin SQFT: 960 / Assessor  
 Total Below Grade SQFT: 1,086 / Assessor  
 Total Fin SQFT: 3,594 / Assessor  
 Tax Total Fin SQFT: 3,594  
 Total SQFT: 3,720 / Assessor  
 Basement Type: Fully Finished

Construction Materials: Mixed  
 Below Grade Unfin SQFT: 126 / Assessor

**Lot**

Lot Acres / SQFT: 0.16a / 7,085sf / Plat Map/Survey Soil Types: Mixed

**Interior Features**

Interior Features: 1 Fireplace(s), Accessibility Features: None

**Parking**

Parking: Detached Garage, 1-Car Garage, 1 Detached Garage Spaces, Other Garage, 1 Total Garage and Parking Spaces

**Utilities**

Utilities: No Cooling, Cooling Fuel: None, Heating: Steam, Heating Fuel: None, Water Source: None, Sewer: Other

**Listing Office**

Listing Agent: [Non Member Member](#) (12345) (Lic# Unknown)

(301) 838-7100

Listing Agent Email: [datacorrect@brightmls.com](mailto:datacorrect@brightmls.com)  
 Listing Office: [Non Subscribing Office](#) (NON1) (Lic# Unknown)  
 660 American Ave, King Of Prussia, PA 19406-4032  
 Office Phone: (610) 555-1212

**Showing**

Appointment Phone:	(301) 240-0038	 - Schedule a showing	
Showing Contact:	Agent	Lock Box Type:	None
Contact Name:	no showings		
Showing Requirements:	Other		

**Compensation**

Buyer Agency Comp:	2.5% Of Gross	Sub Agency Comp:	2.5% Of Gross
		Dual/Var Comm:	No

**Listing Details**

Original Price:	\$1,285,000	Owner Name:	Nima NEGAHBAN
Vacation Rental:	No	DOM / CDOM:	0 / 0
Listing Agrmnt Type:	Exclusive Right	Original MLS Name:	BRIGHT
Prospects Excluded:	No	Off Market Date:	04/03/19
Listing Service Type:	Entry Only	Home Warranty:	No
Dual Agency:	No		
Sale Type:	Standard		
Listing Term Begins:	02/09/2019		
Listing Entry Date:	02/09/2019		
Possession:	Settlement		
Federal Flood Zone:	No		

**Sale/Lease Contract**

Selling Agent:	<a href="#">Jill Schwartz</a> (3016385) (Lic# Unknown)	(301) 758-7224
Selling Agent Email:	<a href="mailto:jillschwartzgroup@gmail.com">jillschwartzgroup@gmail.com</a>	
Selling Office:	<a href="#">Keller Williams Capital Properties</a> (KWCP2) (Lic# Unknown) Brandon Green (67537) (Lic# PB98364547 - DC) 7801 Woodmont Ave Fl 2, Bethesda, MD 20814	
Office Phone:	(240) 383-1350	
Concessions:	No	
Agreement of Sale Dt:	04/01/18	Close Date: 04/18/18
		Close Price: \$1,285,000.00
Buyer Financing:	Other	Last List Price: \$1,285,000.00



# EXHIBIT E



## Agent Full

1314 Farragut St NW, Washington, DC 20011

Closed

Residential

\$1,285,000



MLS #: 1000277278  
 Tax ID #: 2807//0036  
 Ownership [Interest](#): Fee Simple  
 Structure Type: Detached  
 Levels/Stories: 3+  
 Waterfront: No  
 Garage: No

Beds: 6  
 Baths: 4 / 1  
 Above Grade Fin SQFT: 2,634 / Estimated  
 Price / Sq Ft: 487.85  
 Year Built: 1917  
 Property Condition: Renov/Remod, Shows Well  
 Style: Colonial  
 Central Air: Yes  
 Basement: Yes

**Location**

County: Washington, DC  
 In City Limits: Yes  
 Legal Subdivision: 16TH STREET HEIGHTS  
 Subdiv / Neigh: 16Th Street Heights

School District: District Of Columbia Public Schools  
 Election District: 4

**Taxes and Assessment**

Tax Annual Amt / Year: \$8,140 / 2017  
 City/Town Tax: \$8,140 / Annually

Tax Assessed Value: \$1,133,950 / 2017  
 Imprv. Assessed Value: \$712,460  
 Land Assessed Value: \$421,490  
 Block/Lot: 2807 / 36

**Rooms**

	Bed	Bath
Main	3	1 Half
Upper 1	1	2 Full
Upper 2	1	1 Full
Lower 1	2	1 Full

**Building Info**

Yr Major Reno/Remodel: 2016  
 Above Grade Fin SQFT: 2,634 / Estimated  
 Below Grade Fin SQFT: 960 / Estimated  
 Total Below Grade SQFT: 1,086 / Estimated  
 Total Fin SQFT: 3,594 / Estimated  
 Tax Total Fin SQFT: 2,634  
 Total SQFT: 3,720 / Estimated  
 Basement Type: Connecting Stairway, Fully Finished, Heated, Improved, Side Entrance, Sump Pump

Construction Materials: Brick, HardiPlank Type  
 Below Grade Unfin SQFT: 126 / Estimated  
 Roof: Asphalt

**Lot**

Lot Acres / SQFT: 0.16a / 7,085sf

Soil Types: Unknown

**Interior Features**

Interior Features: Breakfast Area, Crown Moldings, Dining Area, Kitchen - Eat-In, Kitchen - Gourmet, Kitchen - Table Space, Master Bath(s), Wood Floors, 1 Fireplace(s), Gas/Propane, Dishwasher, Disposal, Dryer, Dryer-Front Loading, Exhaust Fan, Icemaker, Microwave, Range Hood, Refrigerator, Six Burner Stove, Washer, Washer-Front Loading, Water Heater, Accessibility Features: None

**Parking**

Parking: Off Street Parking, Garage Door Opener

**Utilities**

Utilities: Central A/C, Cooling Fuel: Electric, Heating: Forced Air, Heating Fuel: Natural Gas, Hot Water: Electric, Water Source: Public, Sewer: Public Sewer

**Remarks**

Inclusions: Parking Included In ListPrice, Parking Included In SalePrice

Agent: Please call or Schedule a showing online via Showing Time. Disclosures on MLS.

Public: MUST SEE! 6BRs, 4.5 custom BAs, Custom Wood Doors, High Ceilings, Stainless Steel Appliances, White Soft Close Cabinets & White waterfall Countertops. Dual Drawer Dishwasher, Wine Refrigerator & Slide Out Microwave. Pella Casement Windows, Ceiling Fan, Master BR Suite, Finished basement & Fireplace. Outside Porch, Barbecue Area, Fenced Yard, Security System, Off-Street Parking for 2 Cars.

**Listing Office**

Listing Agent: [Koki Adasi](#) (133602) (Lic# BR98369840 - DC) (240) 994-3941  
 Listing Agent Email: [koki@kokiisthekey.com](mailto:koki@kokiisthekey.com)  
 Broker of Record: Nick D'Ambrosia (18809) (Lic# 38712 - MD)  
 Listing Office: [Long & Foster Real Estate, Inc.](#) (LNG44) (Lic# Unknown)  
 2300 Calvert St NW, Washington, DC 20008-1522  
 Office Phone: (202) 483-6300 Office Fax: (202) 332-2413

**Directions**

From Missouri Avenue, NW, Go South on 13th Street, NW for near 1 Mile. Make a right on Farragut Street, NW. House is on the Left.

**Compensation**

Buyer Agency Comp: 2.5% Sub Agency Comp: 0%  
 Dual/Var Comm: No

**Listing Details**

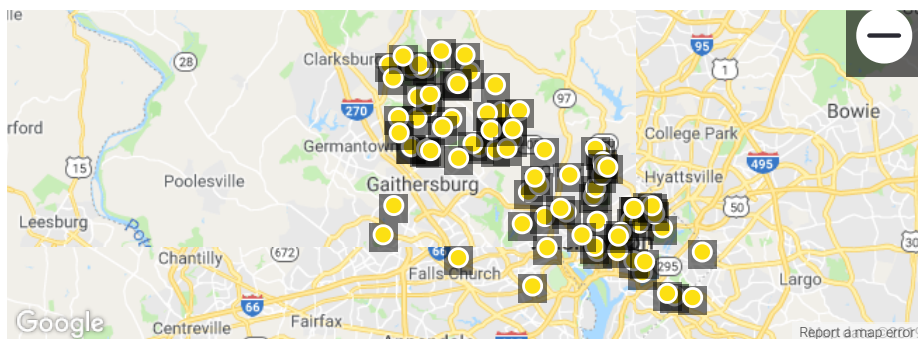
Original Price: \$1,285,000 Owner Name: Jones/Denning  
 Vacation Rental: No DOM / CDOM: 5 / 5  
 Listing Agrmnt Type: Exclusive Right Original MLS Name: MRIS  
 Prospects Excluded: No Off Market Date: 06/11/19  
 Dual Agency: Yes  
 Sale Type: Standard  
 Original MLS Number: DC10182863  
 Listing Term Begins: 03/16/2018  
 Listing Entry Date: 03/16/2018  
 Possession: Settlement  
 Disclosures: Lead Based Paint - Federal, Lead Based  
 Paint - State

**Sale/Lease Contract**

Selling Agent: [Alexandra Thomas](#) (3026778) (Lic# Unknown) (202) 725-2545  
 Selling Agent Email: [alex.thomas@compass.com](mailto:alex.thomas@compass.com)  
 Selling Office: [Compass](#) (COMPS4) (Lic# Unknown)  
 Holly Worthington (6093) (Lic# Unknown)  
 1232 31st St NW, Washington, DC 20007-3402  
 Office Phone: (202) 448-9002  
 Concessions: Yes Concessions Amount: \$1,000  
 Agreement of Sale Dt: 03/20/18 Close Date: 04/18/18  
 Close Price: \$1,285,000.00  
 Buyer Financing: Conventional Last List Price: \$1,285,000.00




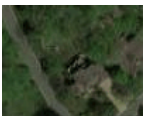

# EXHIBIT F



## Active Listings

No current listings.

## Past Sales (103 all-time)

PROPERTY ADDRESS	REPRESENTED	SOLD DATE	PRICE	
 1232 Hamlin St NE Washington, DC 20017	Buyer	02/09/2017	\$465,000	🚩
 1334 E Capitol St NE Washington, DC 20003	Buyer	01/30/2017	\$890,000	🚩
 9649 Eagle Ridge Dr Bethesda, MD 20817	Seller	11/21/2016	\$1,875,000	🚩
 1239 Vermont Ave NW Washington, DC 20005	Buyer	10/30/2016	\$489,900	🚩
 9817 Conestoga Way Potomac, MD 20854	Buyer	08/14/2016	\$1,200,000	🚩

1 ... 3 4 5 **6** 7 8 9 ... 21

## Ratings & Reviews

[Write a review](#)

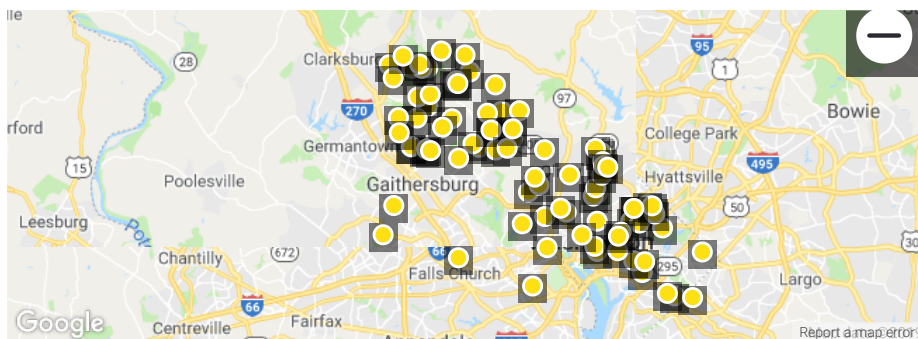
Show:

Sort by:

★★★★★ Highly likely to recommend











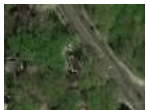

04/15/2018 - Gwen McIntyre  
Bought and sold a Condo home in 2017 in Catholic University, Washington, DC.



## Active Listings

No current listings.

## Past Sales (103 all-time)

PROPERTY ADDRESS	REPRESENTED	SOLD DATE	PRICE	
 813 Whittier Pl NW Washington, DC 20012	Seller	03/30/2016	\$525,000	
 1303 31st Pl SE Washington, DC 20020	Seller	03/29/2016	\$399,999	
 5025 Meade St NE Washington, DC 20019	Seller	03/14/2016	\$280,000	
 6613 6th St NW Washington, DC 20012	Seller	03/13/2016	\$630,000	
 3800 Reno Rd NW Washington, DC 20008	Buyer	02/10/2016	\$675,000	


1 ... 7 8 9 **10** 11 12 13 ... 21

## Ratings & Reviews

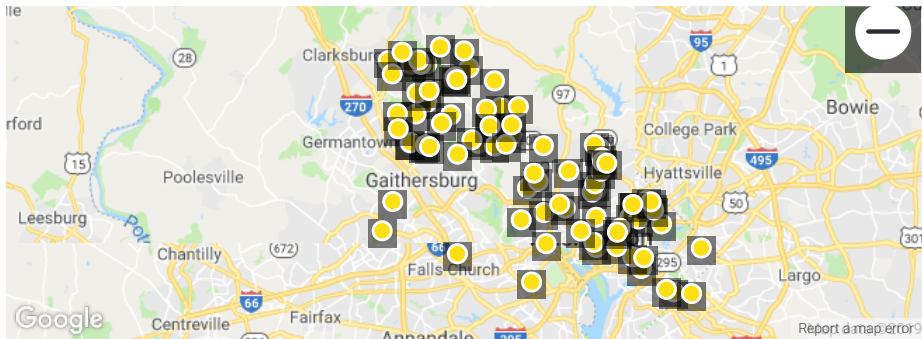
[Write a review](#)

Show:

Sort by:

★★★★★ Highly likely to recommend 




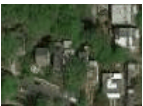
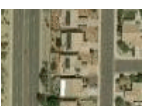
04/15/2018 - Gwen McIntyre  
Bought and sold a Condo home in 2017 in Catholic University, Washington, DC.  
Review for Member: [Alexandra Thomas](#)



## Active Listings

No current listings.

## Past Sales (103 all-time)

PROPERTY ADDRESS	REPRESENTED	SOLD DATE	PRICE	
 212 Kent Oaks Way Gaithersburg, MD 20878	Buyer	08/11/2016	\$849,000	🚩
 1412 35th St SE Washington, DC 20020	Seller	07/27/2016	\$382,700	🚩
 1358 Jefferson St NW Washington, DC 20011	Seller	07/21/2016	\$855,000	🚩
 3013 Ordway St NW Washington, DC 20008	Buyer	07/05/2016	\$1,252,200	🚩
 20800 N 106th Ln Peoria, AZ 85382	Buyer	06/24/2016	\$2,325,000	🚩

1 ... 4 5 6 7 8 9 10 ... 21

## Ratings & Reviews

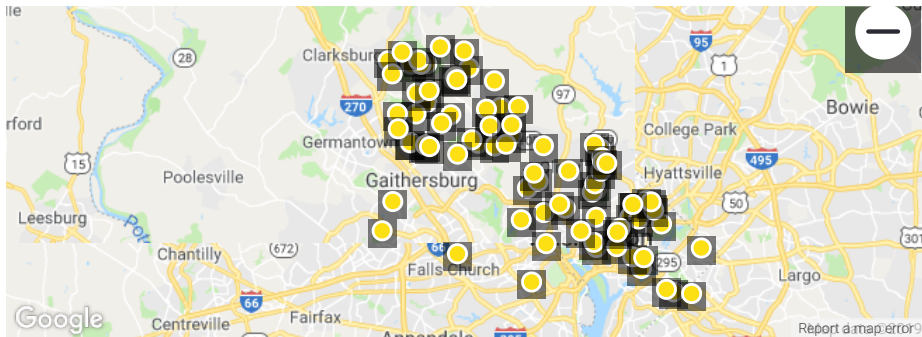
[Write a review](#)

Show:  Sort by:

★★★★★ Highly likely to recommend 🚩

04/15/2018 - Gwen McIntyre  
Bought and sold a Condo home in 2017 in Catholic University, Washington, DC.  
Review for Member: [Alexandra Thomas](#)

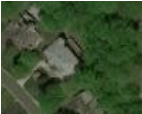
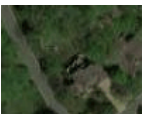






# Active Listings

No current listings.

# Past Sales (103 all-time)

PROPERTY ADDRESS	REPRESENTED	SOLD DATE	PRICE
 6736 Newbold Dr Bethesda, MD 20817	Buyer	08/03/2014	\$1,375,000 
 9513 Eagle Ridge Dr Bethesda, MD 20817	Buyer	08/01/2014	\$2,500,000 
 9649 Eagle Ridge Dr Bethesda, MD 20817	Seller	07/30/2014	\$1,835,000 
 61 New York Ave NW Washington, DC 20001	Buyer	07/23/2014	\$651,000 
 636 14th Pl NE Washington, DC 20002	Buyer	07/07/2014	\$693,000 

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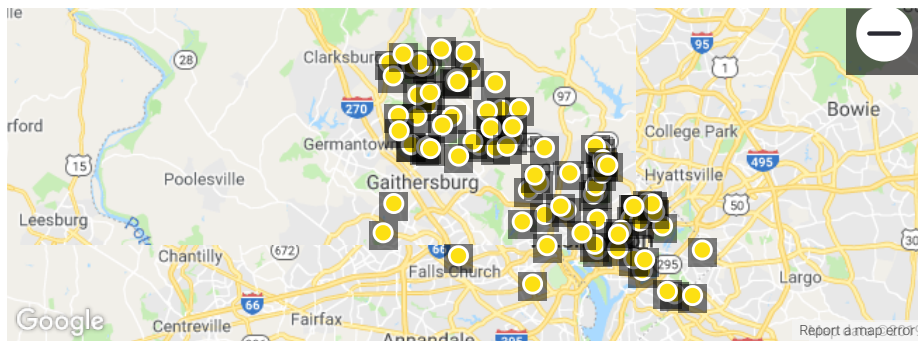
# Ratings & Reviews

[Write a review](#)

Show:  Sort by:

★★★★★ Highly likely to recommend 






04/15/2018 - Gwen McIntyre  
Bought and sold a Condo home in 2017 in Catholic University, Washington, DC.  
Review for Member: [Alexandra Thomas](#)



## Active Listings

No current listings.

## Past Sales (103 all-time)

PROPERTY ADDRESS	REPRESENTED	SOLD DATE	PRICE	
 6631 81st St Cabin John, MD 20818	Buyer	04/29/2012	\$1,640,000	🚩
 2220 20th St NW APT 66 Washington, DC 20009	Buyer	03/14/2012	\$565,000	🚩
 8710 Fernwood Rd Bethesda, MD 20817	Buyer	03/11/2012	\$1,340,000	🚩
 50 V St NW Washington, DC 20001	Buyer	02/11/2012	\$1,024,999	🚩
 10824 Rock Run Dr Potomac, MD 20854	Buyer	08/05/2011	\$1,642,000	🚩

1 ... 15 16 17 18 19 **20** 21

## Ratings & Reviews

[Write a review](#)

Show:

Sort by:

★★★★★ Highly likely to recommend



04/15/2018 - Gwen McIntyre

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Review for Member: [Alexandra Thomas](#)