

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

**ANSWER OF DEFENDANTS RAY FERRARA AND DANIELLE SPIRA TO
AMENDED COMPLAINT**

Defendants Danielle Spira (“Defendant Spira”) and Ray Ferrara (“Defendant Ferrara”) (and hereinafter collectively referred to as “Defendants”), by and through their undersigned counsel, hereby reply to the allegations in Plaintiff’s Amended Complaint as follows:

RESPONDED TO SPECIFIC ALLEGATIONS

1. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 1. To the extent the allegations in Paragraph 1 contain legal conclusions, no response is required. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

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

3. The allegations contained in Paragraph 3 are not directed to Defendants, and therefore no response is required. To the extent a response is deemed required, Defendants respond that they do not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

4. Defendant Spira admits the allegations contained in paragraph 4. The allegations are not directed to Defendant Ferrara, and therefore no response is required. To the extent a response is deemed required, Defendant Ferrara responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

5. Defendant Ferrara are without sufficient personal knowledge to admit or deny the allegations contained in Paragraph 5, the effect of which is to deny.

6. The allegations contained in Paragraph 6 contain legal conclusions which Defendants are not required to admit or deny.

7. The allegations contained in Paragraph 7 contain legal conclusions which Defendants are not required to admit or deny.

8. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 8. To the extent the allegations in Paragraph 8 contain legal conclusions, no response is required. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

9. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 9. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

10. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 10. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

11. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 11. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

12. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 12. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

13. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 13. To the extent the allegations in Paragraph 13 contain legal conclusions, no response is required. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

14. Defendant Ferrara denies the allegations contained in paragraph 14. At no time did Defendant Ferrara and Plaintiff have any written or oral agreement with the Plaintiff except an email between the parties outlining a commission schedule. **See Exhibit 1.** The allegations are not directed to Defendant Spira, and therefore no response is required. To the extent a response is deemed required, Defendant Spira responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

15. The allegations contained in Paragraph 15 are not directed to Defendants, and therefore no response is required. To the extent a response is deemed required, Defendants respond that they do not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

16. Defendant Spira denies the allegations contained in paragraph 16 as framed. The written agreement that Plaintiff refers to in this Paragraph is a the scope of which to communicate the Compensation Plan and was to serve as supplement addendum to the Comapss Independent Agreement that Defendant Spira had with Compass. **See Exhibits 2 and 4.** There was no other agreement, written or oral, between Plaintiff and Defendant Spira. The allegations are not directed to Defendant Ferrara, and therefore no response is required. To the extent a response is deemed

required, Defendant Ferrara responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

17. Defendants deny the allegations contained in Paragraph 17 as framed. Defendants admit that Plaintiff and Defendants Thomad-Schwartz, Spria and Ferrara comprised a team of real estate agents known as the “Jill Schwatz Group.”

18. Defendants deny the allegations contained in Paragraph 18. Defendants specifically deny that the parties entered into any oral agreements.

19. Defendants deny that Plaintiff fulfilled all of her obligations. Defendants admit that Plaintiff paid for certain technology and digital marketing for the Team, but deny the specific allegations on the basis that they do not have sufficient information or knowledge to admit or deny the allegations, the effect of which is to deny.

20. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 20. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

21. Defendants deny the allegations contained in Paragraph 21, and demand strict proof of the allegations set forth therein.

22. Defendants deny the allegations contained in Paragraph 22 as framed. Defendant Ferrara admits that he had worked at Long & Foster with Plaintiff. Defendant Spira admits she was on the Team for approximately one (1) year.

23. Defendants deny the allegations contained in Paragraph 23 as framed. Defendant Ferrara does not have sufficient knowledge to admit or deny the allegations contained in Paragraph 23. To the extent the allegations in Paragraph 23 contain legal conclusions, no response is required. The allegations are not directed to Defendant Spira, and therefore no response is required.

To the extent a response is deemed required, Defendant Spira responds that she does not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

24. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 24. To the extent the allegations in Paragraph 24 contain legal conclusions, no response is required. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

25. Defendants deny the allegation contained in Paragraph 25.

26. Defendants deny the allegation contained in Paragraph 26.

27. Defendants deny the allegation contained in Paragraph 27.

28. Defendants deny the allegations contained in Paragraph 28.

29. Defendants deny the allegations contained in Paragraph 29.

30. Defendants deny the allegations contained in Paragraph 30.

31. Defendants deny the allegations contained in paragraph 31.

32. Defendants deny the allegation contained in Paragraph 32.

33. The allegations contained in Paragraph 33 are not directed to Defendants, and therefore no response is required. To the extent a response is deemed required, Defendants respond that they do not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

34. Defendants deny the allegations contained in paragraph 34.

35. Defendants deny the allegations contained in paragraph 35.

36. Defendants deny the allegations contained in Paragraph 36.

37. Defendants deny the allegations contained in paragraph 37.

38. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 38. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

39. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 39. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

40. The allegations contained in Paragraph 40 contain legal conclusions which Defendants are not required to admit or deny. The allegations contained in Paragraph 40 are not directed to Defendants, and therefore no response is required. To the extent a response is deemed required, Defendants respond that they do not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

41. The allegations contained in Paragraph 41 are not directed to Defendants, and therefore no response is required. To the extent a response is deemed required, Defendants respond that they do not have sufficient personal knowledge to admit or deny the allegations, the effect of which is to deny.

COUNT I
(Breach of Contract – Defendant Compass)

42. Defendants incorporate by reference their responses to Paragraphs 1-41 as if fully set forth herein.

43. The allegations in paragraph 43 are not directed at Defendants, and they do not have sufficient personal knowledge to admit or deny the allegations. The allegations contained in Paragraph 43 contain legal conclusion to which Defendants are nt required to admit or deny. To the extent a response is required, Defendants deny the allegations.

44. The allegations in paragraph 44 are not directed at Defendants, and they do not have sufficient personal knowledge to admit or deny the allegations. The allegations contained in Paragraph 44 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

45. The allegations in paragraph 45 are not directed at Defendants, and they do not have sufficient personal knowledge to admit or deny the allegations. The allegations contained in Paragraph 45 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

46. The allegations in paragraph 46 are not directed at Defendants, and they do not have sufficient personal knowledge to admit or deny the allegations. To the extent a response is required, Defendants deny the allegations.

47. The allegations in paragraph 47 are not directed at Defendants, and they do not have sufficient personal knowledge to admit or deny the allegations. The allegations contained in Paragraph 47 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

48. The allegations contained in Paragraph 48 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

COUNT II

(Breach of Contract – Defendants Alexander Schwartz, Spira and Ferrara)

49. Defendants incorporate by reference their responses to Paragraphs 1-48 as if fully set forth herein.

50. Defendants deny the allegations contained in Paragraph 50. The allegations contained in Paragraph 50 contain legal conclusions to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations. **See Exhibit 4.**

51. Defendants deny the allegations contained in Paragraph 51. Further, the allegations contained in Paragraph 51 contain legal conclusions to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

52. Defendants deny the allegations contained in Paragraph 52. Further, the allegations contained in Paragraph 52 contain legal conclusions to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

53. Defendants deny the allegations contained in Paragraph 53. Further, the allegations contained in Paragraph 53 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations. Even if Plaintiff could prove this claim, which she cannot, Defendants are not the direct and proximate cause of any damage to Plaintiff. **See Exhibit 3**, April 14, 2018 Email from Plaintiff to Compass acknowledging that her “successful career has spiraled downward, *inter alia*, due to an accident she was involved in a year prior to the email.

COUNT III
(Conspiracy – Defendants Alexander Schwartz, Spira and Ferrara)

54. Defendants incorporate by reference their responses to Paragraphs 1-48 as if fully set forth herein.

55. Defendants deny the allegations contained in Paragraph 55. Further, the allegations contained in Paragraph 55 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

56. Defendants deny the allegations contained in Paragraph 56. Further, the allegations contained in Paragraph 56 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

57. Defendants deny the allegations in paragraph 57.

58. Defendants deny the allegations contained in Paragraph 58. Further, the allegations contained in Paragraph 58 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations. Even if Plaintiff could prove this claim, which she cannot, Defendants are not the direct and proximate cause of any damage to Plaintiff. **See Exhibit 3**, April 14, 2018 Email from Plaintiff to Compass acknowledging that her “successful career has spiraled downward, *inter alia*, due to an accident she was involved in a year prior to the email.

COUNT IV

(Breach of Fiduciary Duty – Defendants Alexander Schwartz, Spira and Ferrara)

59. Defendants incorporate by reference their responses to Paragraphs 1-58 as if fully set forth herein.

60. Defendants deny the allegations contained in Paragraph 60. Further, the allegations contained in Paragraph 60 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

61. Defendants deny the allegations contained in Paragraph 61. Further, the allegations contained in Paragraph 61 contain legal conclusion to which Defendants are not required to admit or deny. To the extent a response is required, Defendants deny the allegations.

62. Defendants deny the allegations contained in Paragraph 62.

63. Defendants deny the allegations in paragraph 63. Defendants deny the allegation contained in Paragraph 26. Even if Plaintiff could prove this claim, which she cannot, Defendants

are not the direct and proximate cause of any damage to Plaintiff. **See Exhibit 3**, April 14, 2018 Email from Plaintiff to Compass acknowledging that her “successful career has spiraled downward, *inter alia*, due to an accident she was involved in a year prior to the email.

COUNT V
(Tortious Interference with Contract –Alexander Schwartz, Spira and Ferrara)

64. Defendants incorporate by reference their responses to Paragraphs 1-63 as if fully set forth herein.

65. Defendants do not have sufficient knowledge to admit or deny the allegations contained in Paragraph 65. To the extent the allegations in Paragraph 65 contain legal conclusions, no response is required. To the extent a response is deemed required, Defendants deny the allegations and demand strict proof of the allegations set forth therein.

66. Defendants deny that they were agents of the Plaintiff. Defendants deny the remaining allegations contained in Paragraph 66.

67. Defendants deny the allegations contained in Paragraph 67.

68. Defendants deny the allegations contained in Paragraph 68.

69. Defendants deny the allegations contained in Paragraph 69. Further, the allegations contained in Paragraph 69 contain legal conclusion to which Defendants are nt required to admit or deny. To the extent a response is required, Defendants deny the allegations. Even if Plaintiff could prove this claim, which she cannot, Defendants are not the direct and proximate cause of any damage to Plaintiff. **See Exhibit 3**, April 14, 2018 Email from Plaintiff to Compass acknowledging that her “successful career has spiraled downward, *inter alia*, due to an accident she was involved in a year prior to the email.

70. Any allegation not specifically or expressly admitted herein is deemed denied.

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). Defendants incorporate by reference the any response and argument contained in Defendant Thomas Schwartz' Answer as if fully set forth herein.

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

There are no oral contracts between Plaintiff and Defendants.

**THIRD DEFENSE
(No Breach)**

The Defendants did not breach any agreement with Plaintiff. The only agreement Defendant Spira had with Plaintiff was a written agreement specifically for the purpose of communicating a compensation plan to serve as a supplemental addendum to the Compass Independent Contractor Agreement between Defendant Spira and Compass. Defendant Ferrara had no written agreement with 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 Trade Secret or Proprietary Information)**

See Exhibit 4.

**SEVENTH DEFENSE
(Independent Development)**

Defendants independently contributed to, developed and were the owners of their own individual databases.

**EIGHTH DEFENSE
(Failure to Mitigate Damages)**

Plaintiff failed to take reasonable measures to mitigate 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 Defendants owed no duty of loyalty of fiduciary duty to the Plaintiff. No agency relationship existed between Plaintiff as principal as agents. **See Exhibits 1 and 2.**

**TWELFTH DEFENSE
(Accord & Saisfaction)**

The Plaintiff's claims are barred under the doctrine of accord and satisfaction.

**THIRTEENTH DEFENSE
(Incorporation of Defendant Thomas-Schwartz's Defenses)**

The Defendants incoproate by reference all defenses of Defendant Thomas-Schwartz set for in her Answer to the Amended Complaint.

**FOURTEENTH DEFENSE
(Reservation of Rights)**

Defendants reserve the right to amend their Answer and Affirmative Defenses given the ambiguity of Plaintiff's pleadings, and as necessary as the facts develop.

WHEREFORE, having fully answered the Complaint and stated their Affirmative Defenses thereto, Defendants respectfully requests that this Court enter judgment in their favor and against Plaintiff and award Defendants their attorneys' fees and costs.

Dated: May 4, 2020

Respectfully submitted,

/s/ Ashley E. Wiggins
Ashley E. Wiggins, Esq.
Griffin, Murphy & Wiggins, LLP
1912 Sunderland Place NW
Washington, DC 20036
Tel: (202) 530-7169
Email: awiggins@washlaw.com
Attorneys for Defendants Spira and Ferrara

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of May, 2020, a true and accurate copy of the foregoing document was served via ECF electronic delivery to the following parties:

Thomas T. Locke, Esq
Counsel for Urban Compass, Inc.

Valerie J. Edwards, Esq.
Peter D. Antonoplos, Esq.
Counsel for Alexandra Thomas Schwartz

J. Chapman Peterson, Esq.
Counsel for Plaintiff

/s/Ashley E. Wiggins
Ashley E. Wiggins

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

From: **Jill Schwartz** <jill@compass.com>
Date: Sat, Feb 11, 2017 at 7:10 PM
Subject: Re: Ray & JSG Comission breakdown 2017
To: Ray Ferrara <ray@compass.com>

This is great.
Thank you for working on this.

Jill Schwartz
Vice President
Licensed in DC/DE/MD/NJ/VA

5471 Wisconsin Ave, Suite 300
Chevy Chase, MD 20815
o: 301.298.1001
m: 301.758.7224

COMPASS

NEW YORK | BROOKLYN | EAST HAMPTON | BRIDGEHAMPTON | SOUTHAMPTON | SAG HARBOR |
WASHINGTON DC | CHEVY CHASE | BOSTON | CAMBRIDGE | MIAMI | COCONUT GROVE |
BEVERLY HILLS | MALIBU | PASADENA | MONTECITO | SANTA BARBARA | BASALT | ASPEN

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

From: **Ray Ferrara** <ray@compass.com>
Date: Sat, Feb 11, 2017 at 4:13 PM
Subject: Ray & JSG Comission breakdown 2017
To: Jill Schwartz <jill@compass.com>

Bring in client myself
55% below \$2.5M
60% 2.5M-5M
65% 5M ^

Listings I bring
50% anything below \$2.5M
55% 2.5M-5M
60% 5M^

Sale you refer (Anyone you connect me with that ends up closing)
50/50 split



Rental ???

Anything over 2k, 25% to JSG

I'm probably missing some scenarios but feel free to edit or add anything.

With listings and buyers volume will be kept separate.

Also, just kind of made up rental terms but my thinking is commission is already pretty low and lots of work for showings, etc..

Let me know your thoughts?

Best,

Ray Ferrara

Realtor

Licensed Salesperson in DC/VA/MD

1313 14th St NW

Washington DC 20005

m: 240.848.5022

COMPASS

NEW YORK | BROOKLYN | EAST HAMPTON | BRIDGEHAMPTON | SOUTHAMPTON | SAG HARBOR |
WASHINGTON DC | CHEVY CHASE | BOSTON | CAMBRIDGE | MIAMI | COCONUT GROVE |
BEVERLY HILLS | MALIBU | PASADENA | MONTECITO | SANTA BARBARA | BASALT | ASPEN | SAN
FRANCISCO

COMPASS



JILL SCHWARTZ GROUP

July 4, 2017

I am so pleased to extend Danielle Spira an offer as Director of Corporate Development (or modified by Danielle depending on target vertical markets) 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.

Danielle Spira will have a scheduled LifeStyle Photo Shoot at the earliest possible date of the Fall Season and will be able to utilize all of the past and future digital assets of the Jill Schwartz Group. Furthermore, all future Jill Schwartz Group marketing material including print and digital will include Danielle representing the group. Jill will work directly with Compass Marketing to facilitate a seamless transition for Danielle 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 Danielle.

Danielle 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.

Danielle 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. All Data, Statistics, Awards, Accolades, and Trademarks utilized by the Jill Schwartz Group will be shared with Danielle.

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

COMMISSION SPLIT SCENARIO

Danielle/JSG

50/50	All Shared transactions Listings/Sales up to 5m per year.
55/45	All Shared transactions Listings/Sales between 5m-10m per year.
60/40	All Shared transactions Listings/Sales over 10 Million per year.
60/40	All Individual transactions up to 5 million per year.
70/30	All Individual transactions between 5 million - 10 million per year.
80/20	All Individual transactions over 10 Million per year.
75/25	Rentals representing tenants



COMPASS

75/25

n/c

*TBD

Rental Listings

Any step-in team assistance by JSG Group Members.

Unique/referral/team/transactions determined case by case.

Danielle 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 Danielle.



Danielle Spira

7/7/17

Date

Jill Schwartz 

Jill Schwartz

7/7/2017

Date

From: **Jill Schwartz** <jill@compass.com>
Date: Tue, Aug 14, 2018 at 11:08 AM
Subject: Summary
To: Sheila Colvin <SColvin@shulmanrogers.com>

Take a small, thin, knife and slide it into your hip until you hit the bone and turn it 45 degrees right. That is how I describe my pain that starts at my hip and radiates down my right leg to my big toe. It does not matter whether it is hot or cold, damp or dry, day or night...the pain is always there. I have learned the last year to make slight adjustments that seem to help the next day from my pain being even worse. For example, I am the one in the room that is always standing. When people suggest I sit down I say "I am a stander" as if that is a thing. What I do not say is it hurts more to sit down so I just stand. Another adjustment that I have made is how I actually stand. For example, I always lift my right leg, so I am placing all the weight on my left side so there is no pressure on my right side when I stand. This has become my new rest mode normal. Secondly, I can not wear any heels. I was that girl with years of collections of designer shoes that defined my outfit. I am 5'1" but with the 3 to 4 inch heels on, I was a tall display of confidence, a powerhouse professional that would walk the room and dominate the conversation. That is how I gained clients, stature and momentum with my career. Now I stand short, leaning to one side, with orthopedic sneakers on, invisible. My dog is my life, my best friend. The highlight of my day, every day, rain or shine, was going for a walk with my dog 2-3 miles a day. Those walks are what I miss the most out of everything that has changed for me. Some bad days we go just to the front of the driveway and walk around the house. Better days are a couple of blocks at best. Walking was a huge part of my life. When I went with my twins to see colleges, I could not walk around the campuses. My balance is off, my pace is noticeably slower because everyone is 30 feet in front of me. I have learned to navigate stairs sideways, if I turn to the left into the banister and step down on an angle, I can head down and usually avoid the sharp shooting pain when I step the wrong way. Stepping up is even more painful then stepping down. I now have a car that is lower to the ground that I can sit first and then swing my legs around. Pushing the gas peddle to drive is a whole other complex activity. I remember in physical therapy they had me try exercises to replicate the motion of driving to try to work my muscles into that movement without causing pain. The higher the rise, the sharper the pain. So much so that I had to trade-in my SUV because I could not step into it without the pain.

One year ago I was hit by another car twice that has changed my life, my lifestyle, my career, my body and my mind. I weighed 123 healthy pounds. I played golf, worked-out at the gym, rode my bike, hiked, jogged, socialized at classes such as soul cycle, pilates and yoga. Now I can not participate in any of the actives that I loved. Today I weigh 112 pounds, lost all of my muscle weight, have chronic pain that defines my daily activities and lifestyle. I can not sleep thru the night. I have a heating pad that I use day and night. I have ice packs that I use day and night. I have tylenol on standby. My body has atrophy, my successful career has spiraled down, my mind is suffering depression, my attitude is angry with acceptance that this is my norm for the rest of my entire life.

I live my life feeling the sharp knife in my hip.



Jill Schwartz
Vice President
Licensed in DC/DE/MD/NJ/VA

1232 31st St NW
Washington, DC 20007
m: 301.758.7224
o: 202.448.9002

COMPASS [compass.com]



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

**DECLARATION IN SUPPORT TO
ANSWER OF DEFENDANTS RAY FERRARA AND DANIELLE SPIRA TO
AMENDED COMPLAINT**

COMES NOW your Affiant, Danielle Spira, and states upon her personal knowledge, information and belief:

1. In Paragraph 28 of her Amended Complaint, Plaintiff Jill Schwartz alleges that “[o]n or about August 27, 2018, the Defendants downloaded, without authorization, the Plaintiff’s proprietary database referencing the data for each Team Member. This database contained proprietary information concerning clients, prospective clients, builders, contractors and other persons critical to the successful operation of the Plaintiff’s business and was solely owned by Jill Schwartz and the Jill Schwartz Group.”

2. The database to which Plaintiff refers to was a group database through Mail Chimp, which is solely a database used for group mailings, newsletters, etc., that the entire Team had access to and each member of the Team had an individual subfile account which they each had uploaded themselves or caused to be uploaded to their respective personal subfile. The subfiles for each individual belong to the individual team member. The database is not a “CRM” or Customer Relationship Management program or Plaintiff’s proprietary database. Mail Chimp is a merely a marketing platform. All Team members had access to the group database.




3. On August 25, 2018, I personally downloaded and deleted my subfile of contacts and, at the request of Ray Ferrara, downloaded and deleted his subfile of his contacts. I did not download Alex Thomas Schwartz subfile. I did not access or take any action with Plaintiff's subfile of contacts.

4. The written agreement with me that Plaintiff refers to in Paragraphs 16 and 50 of her Amended Complaint merely provides the scope of which is to serve to communicate the Compensation Plan and was to serve as supplement addendum to the Compass Independent Agreement that Defendant Spira had with Compass. **See Exhibit 2, Commission Agreement.** No other agreement, written or oral, exists between Plaintiff and Defendant Spira.

5. The Commission Agreement also provides that "[i]n 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; and 2) The CRM that houses the clients names will revert to the original client ownership file."

6. The Commission Agreement was not an "Independent Contractor Agreement." Plaintiff does not alleged that I have not complied with the requirements listed in Paragraph 5 above. I have not disseminated to anyone any of the Jill Schwartz Group internal plans, procedures, processes and group infrastructure nor were and of this type of information in my database I downloaded. The data base is not a CRM. The Mail Chimp database subfile that housed my clients's names were my original client ownership file that reverted back to me. Therefore I could not have breach any agreement with Plaintiff.

I HEREBY DO SOLEMNLY SWEAR AND AFFIRM UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE DISTRICT OF COLUMBIA THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DocuSigned by:

Danielle Spira
5/4/2020 | 5:00 PM EDT