

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

HOWARD HANNA d/b/a HOWARD
HANNA REAL ESTATE SERVICES,

Plaintiff,

v.

MICHAEL HORNUNG, an individual,
JENNIFER CROUSE, an individual,
LEAH GEORGE, an individual,
COMPASS, INC. f/k/a URBAN
COMPASS, INC. a Delaware
corporation, and COMPASS
PENNSYLVANIA, LLC, a Delaware
limited liability company,

Defendants.

NOTICE TO PLEAD

TO: Howard Hanna Real Estate Services.

You are hereby notified to file a
written response to the enclosed **NEW
MATTER** within twenty (20) days from
the date of service hereof or a judgment
may be entered against you.

/s/Richard L. Etter

Attorney for Defendants

URBAN COMPASS, INC. a Delaware
corporation, COMPASS
PENNSYLVANIA, LLC, a Delaware
limited liability company, JENNIFER
CROUSE, and individual, and LEAH
GEORGE, an individual

JURY TRIAL DEMANDED

) Civil Division

) No. GD-21-001894

) **DEFENDANTS COMPASS, INC.,
COMPASS PENNSYLVANIA, LLC,
JENNIFER CROUSE, AND LEAH
GEORGE'S ANSWER TO AMENDED
COMPLAINT, NEW MATTER, AND
COUNTERCLAIMS**

) Filed on behalf of Defendants:

) URBAN COMPASS, INC. a Delaware
corporation, COMPASS
PENNSYLVANIA, LLC, a Delaware
limited liability company, JENNIFER
CROUSE, and individual, and LEAH
GEORGE, an individual

) Counsel of Record for this Party:

) **OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

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**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

HOWARD HANNA d/b/a HOWARD HANNA REAL ESTATE SERVICES,)	CIVIL DIVISION
)	
Plaintiff,)	No. GD-21-001894
)	
v.)	
)	
MICHAEL HORNUNG, an individual,)	
JENNIFER CROUSE, an individual,)	
LEAH GEORGE, an individual,)	
,)	
URBAN COMPASS, INC. a Delaware)	
Corporation, and COMPASS)	
PENNSYLVANIA, LLC, a Delaware)	
limited liability company,)	
)	
Defendants.		

DEFENDANTS' ANSWER TO AMENDED COMPLAINT AND NEW MATTER

AND NOW comes Defendants Compass, Inc. f/k/a Urban Compass, Inc., Compass Pennsylvania, LLC (the "Compass Defendants") and Jennifer Crouse and Leah George (the "Individual Defendants") (collectively, the "Defendants") by and through their counsel, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and respond to Plaintiff Howard Hanna d/b/a Howard Hanna Real Estates Services' ("Plaintiff") Amended Complaint as follows:

1. Defendants admit Compass, Inc. is a real estate company and that on March 31, 2021 it announced it expected to begin trading on the New York Stock Exchange in April 2021. The remaining allegations in paragraph 1 are denied. By way of further response, the allegations in paragraph 1 are not well-pled factual allegations, but instead present Plaintiff's theory of the case. Defendants thus deny the same.

2. Defendants admit that Compass Pennsylvania, LLC is an affiliate of Compass, Inc. Defendants deny the remaining allegations in paragraph 2.

3. Defendants deny the allegations in paragraph 3.

4. The allegations in paragraph 4 quote a document which speaks for itself and is the best evidence of its own content; therefore, all allegations or characterizations of fact concerning that document are denied.

5. The allegations in paragraph 5 are not well-pled factual allegations, but instead present Plaintiff's theory of the case. Defendants thus deny the same.

6. After reasonable investigation, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 and, therefore, deny the same.

7. Defendants deny the allegations in paragraph 7.

8. Defendants deny the allegations in paragraph 8.

9. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 and, therefore, deny the same.

10. The allegations in paragraph 10 are not well-pled factual allegations, but instead present Plaintiff's theory of the case. Defendants thus deny the same.

PARTIES

11. Admitted upon information and belief.

12. Defendants admit only that Howard Hanna, upon information and belief, is engaged in the business of real estate and offers services including real estate, mortgage, title, and insurance services. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 12 and, therefore, deny the same.

13. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 13 and, therefore, deny the same.

14. Admitted upon information and belief.

15. Admitted upon information and belief.

16. Admitted.

17. Admitted.

18. Admitted in part. Defendants admit only that Compass Pennsylvania, LLC is a Delaware limited liability company licensed to do business in the Commonwealth of Pennsylvania, and that it has registered as a foreign corporation authorized to do business in Pennsylvania. The content of the Pennsylvania Department of State website referred to by Plaintiff is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the same are denied.

19. Defendants admit that Compass, Inc. is a Delaware corporation with a principal place of business of 90 Fifth Ave., 3rd Floor in New York, NY 10011, and that Compass Pennsylvania, LLC is registered as a foreign corporation authorized to do business in Pennsylvania. Defendants lack knowledge or information sufficient to determine who Plaintiff deems to be Compass, Inc.'s "competitors" or what it means by "online real estate service," and, therefore, denies these allegations. The remaining allegations in paragraph 19 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

JURISDICTION AND VENUE

20. The allegations in paragraph 20 are conclusions of law to which no response is required.

21. The allegations in paragraph 21 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

22. The allegations in paragraph 22 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

23. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 23 and, therefore, deny the same. By way of further response, the Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

24. The Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

25. The Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

26. The Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

27. The Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

28. The Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

29. The Manager Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

30. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 30 and, therefore, deny the same.

31. Defendants admit only that in late January 2021, Defendant Compass Pennsylvania, LLC contacted Hornung about a work opportunity. Defendants deny the remaining allegations of paragraph 31.

32. Defendants admit only that Defendant Compass Pennsylvania, LLC sought to hire Hornung. The remaining allegations in paragraph 32 are denied. By way of further response, the Compass Defendants' interest in employing Hornung was not motivated by or related to a desire to deny economic benefits to Plaintiff.

33. Defendants admit only that during discussions with Hornung the Compass Defendants were made aware of Hornung's Manager Contract. Defendants deny the remaining allegations of paragraph 33.

34. Defendants admit only that during discussions with Hornung the Compass Defendants were made aware of Hornung's Manager Contract. Defendants deny the remaining allegations of paragraph 34.

35. Defendants deny the allegations of paragraph 35.

36. Defendants deny the allegations of paragraph 36.

37. The quoted allegations in paragraph 37 are in writing, speak for themselves, and are the best evidence of their contents; therefore, all allegations or characterizations of fact related to the document are denied.

38. Defendants deny the allegations of paragraph 38.

39. Defendants deny the allegations of paragraph 39.

40. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 40 and, therefore, deny the same.

41. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 41 and, therefore, deny the same.

42. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 42 and, therefore, deny the same.

43. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 43 and, therefore, deny the same.

44. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 44 and, therefore, deny the same.

45. To the extent paragraph 45 alleges that Hornung misappropriated information on behalf of the Compass Defendants, these allegations are denied. By way of further response, the Compass Defendants explicitly require new employees not to disclose trade secrets and/or confidential information of prior employers to the Compass Defendants. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the remaining allegations in paragraph 45 and, therefore, deny the same.

46. The allegations in paragraph 46 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants lack information sufficient to determine the content of the information cited to by Plaintiff and, therefore, deny the allegations in paragraph 46.

47. The allegations in paragraph 47 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

49. The allegations in paragraph 49 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

50. Defendants admit only that the Compass Defendants filed a Certificate of Registration with the Pennsylvania Secretary of State on or about March 3, 2021 for Compass Pennsylvania, LLC. Defendants deny the remaining allegations of paragraph 50. By way of further response, this Certificate of Registration was for a name change for Compass Pennsylvania, LLC, which was created on or about August 24, 2015 and has conducted business in Pennsylvania since that time.

51. The Crouse Associate Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied. Answering further, Crouse does not recall signing the Crouse Associate Contract; Howard Hannah did not provide Crouse with a copy of the Crouse Associate Contract; Howard Hanna did not remind her of any alleged post-agreement restrictions until March 15, 2021; and the Crouse Associate Contract does not govern Crouse's alleged non-competition obligations following the termination of her relationship with Howard Hanna.

52. The Crouse Associate Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

53. The allegations in paragraph 53 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny the allegations of paragraph 53. Answering further, Crouse was not aware that she was under any contract with Howard Hanna.

54. The allegations in paragraph 54 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants admit only that the individual listing the property identified in paragraph 55 chose for Crouse to transfer his listing to Compass. The remaining allegations in paragraph 54 are denied.

55. Defendants admit only that the individual listing the property identified in paragraph 55 chose for Crouse to transfer his listing to Compass. The remaining allegations in paragraph 55 are denied.

56. The George Associate Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied. Answering further, George does not recall signing the George Associate Contract and

Howard Hanna did not provide George with a copy of the George Associate Contract; Howard Hanna did not remind her of any alleged post-agreement restrictions until March 15, 2021; and George was not aware that she was under any contract with Howard Hanna.

57. The George Associate Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

58. The allegations in paragraph 58 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

59. Defendants deny the allegations of paragraph 59.

60. The allegations in paragraph 60 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

61. The allegations in paragraph 61 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied.

62. The allegations in paragraph 62 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. Defendants specifically deny that Plaintiff is entitled to any damages in this matter.

63. The allegations in paragraph 63 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. Defendants specifically deny that Plaintiff is entitled to any damages in this matter.

64. The allegations in paragraph 64 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. Defendants specifically deny that Plaintiff is entitled to the relief requested.

65. The allegations in paragraph 65 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. Defendants specifically deny that they engaged in any wrongful conduct with regard to Plaintiff.

66. The allegations in paragraph 66 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. Defendants specifically deny that Plaintiff is entitled to an injunction.

67. The allegations in paragraph 67 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. Defendants specifically deny that they engaged in offending activity towards Plaintiff.

68. The allegations in paragraph 68 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. By way of further response, Defendants specifically deny that the relief proposed by Howard Hannah will not adversely affect the public interest.

69. The allegations in paragraph 69 are conclusions of law to which no response is required. To the extent a response is deemed necessary, these allegations are denied. By way of further response, Defendants specifically deny that they caused irreparable harm toward Plaintiff, misappropriated Plaintiff's information, engaged in unlawful competition, and/or engaged in any other wrongdoing towards Plaintiff.

DENIAL OF COUNT I – BREACH OF CONTRACT
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNUNG

70. Defendants incorporate by reference their responses to paragraphs 1-69.

71. The allegations in paragraph 71 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 71 and, therefore, deny the same.

72. The allegations in paragraph 72 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 72 and, therefore, deny the same.

73. The allegations in paragraph 73 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 73 and, therefore, deny the same.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered.

“WHEREFORE” clause following paragraph 73 and respectfully request that this Honorable Court dismiss Count I of Plaintiff’s Complaint and award to Defendants their costs, attorneys’ fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT II - BREACH OF DUTY OF LOYALTY
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNUNG

74. Defendants incorporate by reference their responses to paragraphs 1-73.

75. The allegations in paragraph 75 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 75 and, therefore, deny the same.

76. The allegations in paragraph 76 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 76 and, therefore, deny the same. Defendants specifically deny that the

Compass Defendants possess, have possessed, or have benefited from Plaintiff's trade secrets and confidential information.

77. The allegations in paragraph 77 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 77 and, therefore, deny the same.

78. The allegations in paragraph 78 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 78 and, therefore, deny the same.

79. The allegations in paragraph 79 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 79 and, therefore, deny the same.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered.

“WHEREFORE” clause following paragraph 79 and respectfully request that this Honorable Court dismiss Count II of Plaintiff's Amended Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT III – BREACH OF CONTRACT
HOWARD HANNA REAL ESTATE SERVICES V.
JENNIFER CROUSE AND LEAH GEORGE

80. Defendants incorporate by reference their responses to paragraphs 1-79.

81. The allegations in paragraph 81 are conclusions of law to which no response is deemed necessary, and are not brought against the Compass Defendants. To the extent a response

is deemed necessary, the Crouse Associate Contract is in writing, speaks for itself, and is the best evidence of its contents; therefore, all allegations or characterizations of fact related to the document are denied.

82. The allegations in paragraph 82 are conclusions of law to which no response is deemed necessary, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, the Associate Contracts are in writing, speak for themselves, and are the best evidence of their contents; therefore, all allegations or characterizations of fact related to the documents are denied.

83. The allegations in paragraph 83 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

84. The allegations in paragraph 84 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

85. The allegations in paragraph 85 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

86. The allegations in paragraph 86 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered “WHEREFORE” clause following paragraph 86 and respectfully request that this Honorable Court dismiss Count III of Plaintiff’s Amended Complaint and award to Defendants their costs, attorneys’ fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT IV – BREACH OF DUTY OF LOYALTY
HOWARD HANNA REAL ESTATE SERVICES V.
JENNIFER CROUSE AND LEAH GEORGE

87. Defendants incorporate by reference their responses to paragraphs 1-86.

88. The allegations in paragraph 88 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

89. The allegations in paragraph 89 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

90. The allegations in paragraph 90 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

91. The allegations in paragraph 91 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

92. The allegations in paragraph 92 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

93. The allegations in paragraph 93 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

94. The allegations in paragraph 94 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

95. The allegations in paragraph 95 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

96. The allegations in paragraph 96 are conclusions of law to which no response is required, and are not brought against the Compass Defendants. To the extent a response is deemed necessary, they are denied.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered “WHEREFORE” clause following paragraph 96 and respectfully request that this Honorable Court dismiss Count IV of Plaintiff’s Amended Complaint and award to Defendants their costs, attorneys’ fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT V - ACTUAL OR THREATENED
MISAPPROPRIATION OF TRADE SECRETS (12 PA.C.S.A §§ 5301-5308)
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNUNG,
COMPASS, INC., AND COMPASS PENNSYLVANIA, LLC

97. Defendants incorporate by reference their responses to paragraphs 1-96.

98. The allegations in paragraph 98 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 98 and, therefore, deny the same.

99. The allegations in paragraph 99 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 99 and, therefore, deny the same.

100. The allegations in paragraph 100 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is

deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 100 and, therefore, deny the same.

101. The allegations in paragraph 101 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 101 and, therefore, deny the same.

102. The allegations in paragraph 102 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 102 and, therefore, deny the same.

103. The allegations in paragraph 103 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

104. The allegations in paragraph 104 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

105. The allegations in paragraph 105 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

106. The allegations in paragraph 106 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

107. The allegations in paragraph 107 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

108. The allegations in paragraph 108 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

109. The allegations in paragraph 109 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

110. The allegations in paragraph 110 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

111. The allegations in paragraph 111 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

112. The allegations in paragraph 112 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

113. The allegations in paragraph 113 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered “WHEREFORE” clause following paragraph 113 and respectfully request that this Honorable Court dismiss Count V of Plaintiff’s Amended Complaint and award to Defendants their costs,

attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

**DENIAL OF COUNT VI – TORTIOUS INTERFERENCE WITH
CONTRACTUAL RELATIONS AS TO THE HOWARD HANNA-MICHAEL
HORNUNG MANAGER-CONTRACT
HOWARD HANNA REAL ESTATE SERVICES V. COMPASS, INC.
AND COMPASS PENNSYLVANIA, LLC**

114. Defendants incorporate by reference their responses to paragraphs 1-113.

115. The allegations in paragraph 115 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied. By way of further response, the Compass Defendants' offer of employment to Hornung did not violate or unlawfully interfere with the terms of his Manager Agreement.

116. The allegations in paragraph 116 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered "WHEREFORE" clause following paragraph 116 and respectfully request that this Honorable Court dismiss Count VI of Plaintiff's Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

**DENIAL OF COUNT VII – TORTIOUS INTERFERENCE WITH
CONTRACTUAL RELATIONS AS TO THE HOWARD HANNA-CROUSE ASSOCIATE
CONTRACT AND GEORGE ASSOCIATE CONTRACT
HOWARD HANNA REAL ESTATE SERVICES V. COMPASS, INC.
AND COMPASS PENNSYLVANIA, LLC**

117. Defendants incorporate by reference their responses to paragraphs 1-116.

118. The allegations in paragraph 118 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is

deemed necessary, they are denied. By way of further response, the Compass Defendants' offer to contract with Crouse did not violate or unlawfully interfere with the terms of the Crouse Associate Contract.

119. The allegations in paragraph 119 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied. By way of further response, the Compass Defendants' offer to contract with George did not violate or unlawfully interfere with the terms of the George Associate Contract.

120. The allegations in paragraph 120 are conclusions of law to which no response is required, and are not brought against the Individual Defendants. To the extent a response is deemed necessary, they are denied.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered "WHEREFORE" clause following paragraph 120 and respectfully request that this Honorable Court dismiss Count VII of Plaintiff's Amended Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT VIII – TORTIOUS INTERFERENCE WITH ACTUAL AND PROSPECTIVE BUSINESS ADVANTAGES AND ECONOMIC RELATIONS
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNUNG, JENNIFER CROUSE, LEAH GEORGE, COMPASS, INC., AND COMPASS PENNSYLVANIA, LLC

121. Defendants incorporate by reference their responses to paragraphs 1-120.

122. The allegations in paragraph 122 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 122 and, therefore, deny the same.

123. Defendants deny the allegations in paragraph 123. By way of further response, Defendants have not secured contracts with any individual for the purpose of harming Plaintiff.

124. The allegations in paragraph 124 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they have unlawfully interfered with Plaintiff's actual or potential contractual relationships, and deny all remaining allegations in paragraph 124.

125. The allegations in paragraph 125 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they have engaged in any conduct which would entitle Plaintiff to damages, and deny all remaining allegations in paragraph 125.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered "WHEREFORE" clause following paragraph 125 and respectfully request that this Honorable Court dismiss Count VIII of Plaintiff's Amended Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT IX – UNJUST ENRICHMENT
HOWARD HANNA REAL ESTATE SERVICES V.
COMPASS, INC. AND COMPASS PENNSYLVANIA, LLC

126. Defendants incorporate by reference their responses to paragraphs 1-126.

127. The allegations in paragraph 127 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that Plaintiff has conferred benefits, directly or indirectly, upon the Compass Defendants, and deny all remaining allegations in paragraph 127.

128. The allegations in paragraph 128 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that Plaintiff has conferred benefits, directly or indirectly, upon the Compass Defendants, and deny all remaining allegations in paragraph 128.

129. The allegations in paragraph 129 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that Plaintiff has conferred benefits, directly or indirectly, upon the Compass Defendants, and deny all remaining allegations in paragraph 129.

130. The allegations in paragraph 130 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that Plaintiff has conferred benefits, directly or indirectly, upon the Compass Defendants, deny that they have been unjustly enriched by any such benefits, and deny all remaining allegations in paragraph 130.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered “WHEREFORE” clause following paragraph 130 and respectfully request that this Honorable Court dismiss Count IX of Plaintiff’s Amended Complaint and award to Defendants their costs, attorneys’ fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT X – UNFAIR COMPETITION
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNING, JENNIFER CROUSE, LEAH GEORGE, COMPASS, INC., AND COMPASS PENNSYLVANIA, LLC

131. Defendants incorporate by reference their responses to paragraphs 1-130.

132. After reasonable investigation, Defendants lack knowledge or information sufficient to determine what Plaintiff means by “competitors within the real estate industry” and, therefore, deny the allegations in paragraph 132.

133. Defendants deny the allegations in paragraph 133.

134. The allegations in paragraph 134 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they have interfered with Plaintiff’s relationships with its managers and/or real estate agents, deny that the hiring or contracting with of Plaintiff’s former managers or agents constitutes actionable conduct, deny that

they have used or are aware of any unlawfully seized confidential, proprietary and trade secret information of Plaintiff, and deny all remaining allegations in paragraph 134.

135. Defendants deny that they have improperly solicited Plaintiff's managers and/or agents, deny that they have obtained Plaintiff's confidential, proprietary and trade secret information, deny that they have disparaged or made false or misleading representations about Plaintiff, and deny all remaining allegations in paragraph 135.

136. Defendants deny that Defendants have offered former Howard Hanna managers and/or agents incentives to recruit more managers and/or agents from Howard Hanna.

137. The allegations in paragraph 137 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that Hornung is an agent or principle of the Compass Defendants, deny that he has acted on the Compass Defendants' behalf, and deny all remaining allegations in paragraph 137.

138. The allegations in paragraph 138 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they have engaged in actions intended to obtain an unfair advantage over Plaintiff, deny that they have engaged in actions intended to injure Plaintiff, and deny all remaining allegations in paragraph 138.

139. The allegations in paragraph 319 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they possess, or have possessed, Plaintiff's confidential, proprietary, or trade secret information. Defendants lack knowledge or information sufficient to determine the truth of the remaining allegations in paragraph 139 and, therefore, deny the same.

140. The allegations in paragraph 140 are conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations are denied.

141. The allegations in paragraph 141 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they have engaged in, or intend to engage in, unfair competition against Plaintiff, deny that they have engaged in any unlawful solicitation of Plaintiff's managers or agents, deny that they possess any of Plaintiff's confidential, proprietary, or trade secret information, and deny that Plaintiff is entitled to the relief sought in paragraph 141.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered "WHEREFORE" clause following paragraph 141 and respectfully request that this Honorable Court dismiss Count X of Plaintiff's Amended Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

**DENIAL OF COUNT XI – COMPUTER FRAUD
AND ABUSE ACT (18.U.S.C. §§ 1030, ET SEQ.)**
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNUNG

142. Defendants incorporate by reference their responses to paragraphs 1-141.

143. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 143 of the Amended Complaint, and these allegations are not brought against Defendants. Therefore, they are denied.

144. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 144 of the Amended Complaint, and these allegations are not brought against Defendants. Therefore, they are denied.

145. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 145 of the Amended Complaint, and these allegations are not brought against Defendants. Therefore, they are denied. To the extent

paragraph 145 alleges that the Compass Defendants were ever in possession of or benefited from Plaintiff's trade secrets and/or confidential information, such allegations are denied.

146. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 146 of the Amended Complaint, and these allegations are not brought against Defendants. Therefore, they are denied.

147. After reasonable investigation, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 147 of the Amended Complaint, and these allegations are not brought against Defendants. Therefore, they are denied.

148. The allegations in paragraph 148 are conclusions of law to which no response is deemed necessary, and are not brought against Defendants. To the extent a response is deemed necessary, Defendants lack knowledge or information sufficient to determine the truth of the allegations in paragraph 148 and, therefore, deny the same.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered "WHEREFORE" clause following paragraph 148 and respectfully request that this Honorable Court dismiss Count XI of Plaintiff's Amended Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF COUNT XII – CIVIL CONSPIRACY
HOWARD HANNA REAL ESTATE SERVICES V. MICHAEL HORNUNG, JENNIFER CROUSE, LEAH GEORGE, COMPASS, INC., AND COMPASS PENNSYLVANIA, LLC

149. Defendants incorporate by reference their responses to paragraphs 1-148.

150. The allegations in paragraph 150 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny engaging in any wrongdoing or misconduct towards Plaintiff, deny agreeing or conspiring to commit unlawful acts,

deny engaging in unlawful competition, deny intending to injure Plaintiff, and deny the remaining allegations in paragraph 150.

151. The allegations in paragraph 151 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Defendants deny that they have engaged in any wrongful or injurious conduct towards Plaintiff, deny that they have caused Plaintiff to suffer irreparable harm or monetary damages, and deny the remaining allegations in paragraph 151.

Defendants deny that Plaintiff is entitled to any of the remedies set forth in the unnumbered “WHEREFORE” clause following paragraph 151 and respectfully request that this Honorable Court dismiss Count XII of Plaintiff’s Amended Complaint and award to Defendants their costs, attorneys’ fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

DENIAL OF PRAYER FOR RELIEF

This unnumbered “WHEREFORE” clause is a prayer for relief to which no response is required. To the extent a response is deemed necessary, Defendants deny that Plaintiff is entitled to any of the remedies or relief set forth in its “Prayer for Relief” and respectfully request that this Honorable Court dismiss Plaintiff’s Amended Complaint and award to Defendants their costs, attorneys’ fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

NEW MATTER

1. Plaintiff’s claims against Defendants for injunctive relief fail, in whole or in part, because Plaintiff has an adequate remedy at law.

2. Plaintiff’s claims against Defendants for injunctive relief fail, in whole or in part, because Plaintiff cannot show a reasonable probability of success on the merits.

3. Plaintiff's claims against Defendants for injunctive relief fail, in whole or in part, because Plaintiff cannot show that it will be immediately and irreparably injured without injunctive relief.

4. Plaintiff's claims against Defendants for injunctive relief fail, in whole or in part, because the possible harm that Plaintiff may suffer if injunctive relief is denied is significantly outweighed by the harm Defendants will suffer if injunctive relief is granted.

5. Plaintiff's claims against Defendants for injunctive relief fail, in whole or in part, because the public interest weighs in favor of denying injunctive relief.

6. Plaintiff's claims against Defendants for injunctive relief fail, in whole or in part, because Plaintiff has unclean hands.

7. Plaintiff's claims against Defendants are barred, in whole or in part, because Plaintiff fails to state a claim for which relief can be granted against Defendants.

8. Plaintiff's claims against Defendants are barred, in whole or in part, because Plaintiff has failed to take reasonable measures to protect its alleged trade secrets and/or confidential information.

9. Plaintiff's claims against Defendants are barred, in whole or in part, because Plaintiff's alleged trade secrets and/or confidential information are generally known and/or readily ascertainable through proper means.

10. Plaintiff's claims against Defendants are barred, in whole or in part, because Defendants' acts or omissions were privileged and/or justified.

11. Plaintiff's claims against Defendants are barred, in whole or in part, by the doctrine of waiver.

12. Plaintiff's claims against Defendants are barred, in whole or in part, by the doctrine of estoppel.

13. Plaintiff's claims against Defendants are barred, in whole or in part, by the gist of the action doctrine.

14. Plaintiff's claims against Defendants are barred, in whole or in part, because Defendants' acts or omissions have not caused Plaintiff any damages or threatened Plaintiff with any harm.

15. Plaintiff fails to state a claim upon which an award of attorneys' fees or costs can be granted.

16. Defendants reserve the right to amend their Answer and New Matter to assert additional defenses and/or affirmative defenses based upon information obtained during this litigation.

WHEREFORE, Defendants Compass, Inc. f/k/a Urban Compass, Inc., Compass Pennsylvania, LLC, Jennifer Crouse, and Leah George respectfully request that this Honorable Court dismiss Plaintiff's Amended Complaint and award to Defendants their costs, attorneys' fees, disbursement, and other such further relief as this Honorable Court deems just and proper.

COUNTERCLAIMS

Defendant/Counter-Plaintiff Jennifer Crouse files the following Counterclaims against Plaintiff/Counter-Defendant Howard Hanna, and in support alleges as follows:

SUMMARY OF COUNTERCLAIMS

1. Crouse's counterclaims seek to halt unlawful acts by Howard Hanna. Crouse files these claims to prevent Howard Hanna from continuing to violate the terms of her Associate Contract and benefit financially from said breach by withholding her earned commission payments.

PARTIES

2. Jennifer Crouse is an individual who is a resident and citizen of the Commonwealth of Pennsylvania, with a residential address of 3304 Willow View Ct., Bridgeville, PA 15017. Crouse has already appeared in the above-captioned lawsuit.

3. Howard Hanna is a Pennsylvania corporation with a principal place of business in Pittsburgh, Pennsylvania, and a corporate headquarters of 119 Gamma Drive, Pittsburgh, PA 15238. Howard Hanna has already appeared in the above-captioned lawsuit.

FACTUAL ALLEGATIONS

4. Crouse entered into a Sales Associate Agreement with Howard Hanna dated June 29, 2015.

5. Among other things, the Sales Associate Agreement sets forth terms regarding the payment of commissions by Howard Hanna, the “Broker,” to Crouse, the “Sales Associate.”

Specifically, it provided, in relevant part:

FOURTH: ...When Sales Associate performs any service whereby a commission is earned, the commission when collected shall be divided between Broker and Sales Associate in the manner as set forth in the current schedule attached hereto...

TENTH: ... In the event this Agreement is terminated and Sales Associate was involved in a sale where the commission is not yet collected, and Broker thereafter collects a commission in respect thereto, Broker shall, when collected, pay Sales Associate fifty percent (50%) of the commission that would, but for such termination, have been payable to Sales Associate.

See Exhibit B to Howard Hanna’s First Amended Complaint.

6. Crouse’s relationship with Howard Hanna terminated on or about March 2, 2021.

7. Since that time, eight sales that Crouse was involved in have closed:

- i. 2002 Sterling Dr., McDonald, PA 15057, which closed on March 5, 2021.
- ii. 1233 Gneiss Dr., McDonald, PA 15057, which closed on March 10, 2021.

- iii. 3105 Deerfield Ridge Dr. Lot 21, McDonald, PA 15057, which closed on March 16, 2021.
- iv. 2019 Sterling Dr., South Fayette, PA 15057, which closed on March 24, 2021.
- v. 150 Jonathan Dr., McMurray, PA 15317, which closed on March 29, 2021.
- vi. 815 Kingston Dr., McDonald, PA 15057, which closed on March 31, 2021.
- vii. 125 Highcroft Circle, Eighty Four, PA 15330, which closed on April 1, 2021.
- viii. 2014 White Oak Circle, Cecil, PA 15317, which closed on April 12, 2021.

8. Upon information and belief, Howard Hanna has collected commissions on the sales of these properties.

9. Pursuant to the Sales Associate Agreement, Crouse is entitled to fifty percent of the commission that she would have earned for these properties had she remained with Howard Hanna.

10. To date, Howard Hanna has not paid Crouse her share of the commissions it has collected on these sales.

11. Howard Hanna owes Crouse approximately \$28,892.50 in commissions for these sales, which is fifty percent of what she would have earned had she remained with Howard Hanna.

12. Prior to the end of her relationship with Howard Hanna, Crouse conducted other property sales that have not yet closed.

13. Upon closing, Howard Hanna will also owe Crouse commission payments for those properties.

14. Based on Howard Hanna's conduct to date, it remains unclear whether Howard Hanna intends to pay Crouse a commission for these properties.

COUNT I – BREACH OF CONTRACT

15. Crouse incorporates the foregoing paragraphs of her Counterclaim.

16. Crouse entered into a contract with Howard Hanna under which Howard Hanna promised to pay commissions to Crouse on sales that she made while with Howard Hanna.

17. This Agreement included a provision requiring payment of commissions for sales that closed after the termination of Crouse's relationship with Howard Hanna.

18. Crouse performed under the Sales Associate Agreement by making sales from which Howard Hanna directly benefited.

19. Howard Hanna breached the Sales Associate Agreement by failing to pay Crouse the commissions it owes her for the above-listed properties.

20. As a direct and proximate result of Howard Hanna's breach of the Sales Associate Agreement, Crouse has suffered and continues to suffer harm.

21. As a result of Howard Hanna's breach, Crouse is entitled to damages in the amount of \$28,892.50, plus interest.

WHEREFORE, Crouse respectfully requests that this Honorable Court enter judgment in her favor against Howard Hanna, including damages, attorneys' fees, and any other relief this Court deems proper.

COUNT II – UNJUST ENRICHMENT

22. Crouse incorporates the foregoing paragraphs of her Counterclaim.

23. Howard Hanna received a financial benefit from Crouse's involvement in the sales of the aforementioned properties.

24. Howard Hanna had knowledge that this benefit was provided in exchange for Howard Hanna's promise to pay Crouse a commission for her involvement in the sales of these properties.

25. Howard Hanna has refused to pay Crouse the commissions she earned for her involvement in the sales of the aforementioned properties, but retained the benefits provided to it as a result of Crouse's efforts.

26. Howard Hanna's retention of the full commission payment, including the portion owed to Crouse, for sales of the aforementioned properties is unjust.

27. As a result, Crouse is entitled to commissions owed to her by Howard Hanna, plus interest.

WHEREFORE, Crouse respectfully requests that this Honorable Court enter judgment in her favor against Howard Hanna, including damages, attorneys' fees, and any other relief this Court deems proper.

Respectfully submitted,

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

By: /s/ Richard L. Etter
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*Counsel for Defendants
Urban Compass, Inc.,
Compass Pennsylvania, LLC,
Jennifer Crouse, and Leah George*

VERIFICATION

I, Jennifer Crouse, have read the foregoing Counterclaims. The statements contained therein are true and correct to the best of my personal knowledge, information, and belief. This verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: April 12, 2021

 *Jen Crouse*
4/12/2021 6:01:59 PM GMT

Jennifer Crouse

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

HOWARD HANNA d/b/a HOWARD HANNA REAL ESTATE SERVICES,)	CIVIL DIVISION
)	
)	No. GD-21-001894
)	
Plaintiff,)	
)	
v.)	
)	
MICHAEL HORNUNG, an individual,)	
JENNIFER CROUSE, an individual,)	
LEAH GEORGE, an individual,)	
URBAN COMPASS, INC. a Delaware Corporation, and COMPASS PENNSYLVANIA, LLC, a Delaware limited liability company,)	
)	
Defendants.		

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within **DEFENDANTS' ANSWER TO AMENDED COMPLAINT, NEW MATTER, AND COUNTER CLAIM** was served this 12th day of April, 2021, via U.S. first class mail upon the following counsel for Plaintiff:

William Pietregallo, II, Esquire
Eric G. Soller, Esquire
John R. Brumberg, Esquire
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/s/ Richard L. Etter
Richard L. Etter, Esquire