

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

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

Plaintiff,

CIVIL DIVISION

Case No. GD-21-001894

v.

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

Defendants.

VERIFIED SECOND MOTION FOR
PRELIMINARY INJUNCTION

FILED ON BEHALF OF PLAINTIFF
HOWARD HANNA d/b/a HOWARD HANNA
REAL ESTATE SERVICES

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DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

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*Counsel for Defendant Compass Pennsylvania,
LLC, Defendant Compass, Inc. f/k/a Urban
Compass, Inc.*

Defendants Crouse and George were served via electronic mail and FedEx on March 29, 2021. All other Defendants are represented by counsel were served via electronic mail to counsel of record on March 29, 2021.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

HOWARD HANNA d/b/a HOWARD)	CIVIL DIVISION
HANNA REAL ESTATE SERVICES,)	
)	Case No. GD-21-001894
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.

VERIFIED SECOND MOTION FOR PRELIMINARY INJUNCTION

Plaintiff Howard Hanna d/b/a Howard Hanna Real Estate Services ("Howard Hanna"), by and through its undersigned counsel, hereby submits the following Verified Second Motion for Preliminary Injunction:

Introduction

1. Pursuant to Rule 1531 of the Pennsylvania Rules of Civil Procedure, Howard Hanna respectfully moves this Court for a preliminary injunction, to preserve the status quo, prohibiting Defendants Jennifer Crouse ("Crouse") and Leah George ("George"), from violating the "Agreement between Broker and Sale Associate" that each had with Howard Hanna, and otherwise: (a) competing with Howard Hanna in violation of those Agreements; (b) soliciting any personnel or Sales Associates to terminate their relationship with Howard Hanna; (c) soliciting or interfering with any listing or buyer brokerage contract held by Howard Hanna at the time of their

termination of those Agreements; and (d) misappropriating, selling, transferring, disclosing or otherwise using Howard Hanna confidential and sensitive business information,

2. On March 5, 2021, Howard Hanna filed a verified Complaint against Defendants Michael Hornung ("Hornung"), Compass, Inc, f/k/a Urban Compass, Inc., and Compass Pennsylvania, LLC (collectively the "Compass Defendants") for injunctive relief and damages.

3. On that same day, Howard Hanna filed a Motion for Preliminary Injunction, seeking, among other things, an order prohibiting Defendant Michael Hornung ("Hornung"), from violating his "Broker-Manager Contract" with Howard Hanna, and otherwise misappropriating, selling, transferring, disclosing or otherwise using Howard Hanna confidential and sensitive business information to the Compass Defendants or otherwise.

4. On March 25, 2021, the Court entered a Consent Order obviating the need for a hearing on Howard Hanna's Motion for Preliminary Injunction.

5. On March 23, Howard Hanna filed a verified First Amended Complaint that included the allegations and causes of action from the original Complaint, but also added allegations and causes of action relating to the conduct of Defendants Crouse and George. Howard Hanna incorporates the allegations of the First Amended Complaint herein by reference.

6. A preliminary injunction should be granted if all of the following six "essential prerequisites" are proven: (1) an injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages, (2) greater injury would result from refusing an injunction than from granting it, and, concomitantly, that issuance of an injunction will not substantially harm other interested parties in the proceedings, (3) a preliminary injunction will properly restore the parties to their status as it existed immediately prior to the alleged wrongful conduct, (4) the activity the party seeks to restrain is actionable, the party's right to relief is clear,

and that the wrong is manifest, or, in other words, the party must show that it is likely to prevail on the merits, (5) the injunction sought is reasonably suited to abate the offending activity, and (6) the preliminary injunction will not adversely affect the public interest. Summit Towne Centre, Inc. v. Snow Shoe of Rocky Mount, Inc., 828 A.2d 995, 1001 (Pa. 2003).

7. Plaintiff can establish each of these prerequisites.

Factual Background

Parties

8. Howard Hanna is engaged in the business of providing full-service real estate services, including real estate, mortgage, title, and insurance services. First Amended Complaint, ¶ 12.

9. Founded and developed in western Pennsylvania, Howard Hanna has invested in community growth through participation in local events, fundraisers, and community service. Howard Hanna has devoted substantial time, energy, and resources into building a valuable brand and goodwill by nurturing relationships with property owners, buyers, sellers, clients, and developers. Howard Hanna has grown to become one of America's ten largest real estate brokerage companies. First Amended Complaint, ¶ 13.

10. Howard Hanna maintains offices across Pennsylvania and several other states, including at 100 Highpoint Dr., Seven Fields, PA 16046 (the "Adams Township/Seven Fields office"), at 130 Bon Aire Plaza, Butler, PA 16001 (the "Butler office"), at 1597 Washington Pike Suite B-1, Collier Township, PA 15017 (the "Collier office"), and at 6310 Forbes Ave, Pittsburgh, PA 15217 (the "Squirrel Hill office"). First Amended Complaint, ¶ 14.

11. Defendant Jennifer Crouse is an individual who is a resident and citizen of the Commonwealth of Pennsylvania, with a residential address of 3304 Willow View Court, Bridgeville, PA 15017. First Amended Complaint, ¶ 16.

12. Defendant Leah George is an individual who is a resident and citizen of the Commonwealth of Pennsylvania, with a residential address of 5201 Gem Way, Pittsburgh, PA 15224. First Amended Complaint, ¶ 17.

Defendant Crouse's and Defendant George's Relationship with Howard Hanna

13. Defendant Crouse entered into an Agreement between Broker and Sales Associate (the "Crouse Associate Contract") with Howard Hanna on June 29, 2015. A copy of the Crouse Associate Contract is attached to the First Amended Complaint as Exhibit B. *See also* First Amended Complaint, ¶ 51.

14. The Crouse Associate Contract provides:

THIRD: Sales Associate shall engage in the real estate business exclusively on behalf of Broker to the best of Sales Associate's ability, and shall solicit listings and customers and otherwise promote Broker's business of serving the public in real estate transactions. Sales Associate will comply with all Federal and State Laws and Regulations, and the Codes of Ethics of any real estate professional associations to which Broker belongs. Sales Associate also agrees to adhere to Broker's policies, as established from time to time. [...]

FIFTH: [...] if a dispute, arbitration or litigation arises solely as a result of the negligence, misrepresentation, misfeasance or malfeasance of Sales Associate, Sales Associate agrees to pay all expenses, costs and fees and Broker will have the right to charge Sales Associate's account for any and all expenses, costs and fees. [...]

SEVENTH: All information, paper, contracts, books of account, methods of doing business, or copies thereof, shall remain the sole property of Broker. During the term of this agreement, or after termination of this agreement, Sales Associate shall not use any information, paper, contracts, books of account or other methods of doing business to Sales Associates advantage, nor permit the same to be used by any other competing person, corporation, company and remove same from Broker's premises. Sales Associate shall use his/her best efforts to promote and increase the goodwill and business of Broker. All

prospects acquired during the term of this agreement shall be the sole and exclusive property of Broker. [...]

EIGHTH: All real estate listings and all Buyer Broker agreements shall be the sole and exclusive property of Broker. The Sales Associate shall immediately deliver to Broker, all listing and Buyer Broker Agreements. All real estate or interests in real estate purchased through or sold by Sales Associate during the term of this agreement will be the sole and exclusive property of Broker. Upon termination of this agreement, any listing or Buyer Broker agreement still in effect shall remain the sole and exclusive property of Broker and Sales Associate shall have no right to commission or division thereof. Sales Associate agrees that he/she is licensed solely with Broker and may not engage in the real estate business in any manner, except with Broker and under the terms and conditions of this agreement. [...]

TENTH: [...] During the term of this Agreement and for a period of eight (8) months thereafter, Sales Associate shall not, directly or indirectly, acting alone or in conjunction with others: (1) list or sell real estate in which said real estate is located within a five (5) mile radius around any of Broker's branch offices in which Sales Associate worked during the term of this Agreement; (2) furnish to any person, partnership or corporation or any other entity engaged in any business that is in competition with any business then being conducted by Broker, any information regarding Broker's clients, customers, properties, prices, terms of negotiations, policies or relationships with clients and customers, nor any other information and all materials supplied by Broker to Sales Associate, including, but not limited to, publications, cards, records, and any other material files or data; (3) solicit, either directly or indirectly, any listing or buyer brokerage contract held by Broker at the time of termination of this Agreement; and (4) solicit, either directly or indirectly, any personnel or other Sales Associate or other persons associated with Broker to terminate their relationships with Broker. It is expressly agreed that the aforementioned records and information are the sole property of the Broker.

(Exhibit B to First Amended Complaint, §§ 3, 5, 7, 8 and 10.)

15. On or about March 2, 2021, Defendant Crouse announced on one of her social media accounts that she was joining the Compass Defendants, thereby unilaterally terminating the Crouse Associate Contract without notice.

16. Upon information and belief, the Compass Defendants have solicited and conspired with Defendant Crouse in order to encourage and abet Defendant Crouse to breach her contract with Howard Hanna. First Amended Complaint, ¶ 53.

17. Specifically, Defendant Crouse, prior to terminating the Crouse Associate Contract on March 2, 2021, attempted to transfer at least one Howard Hanna listing to the Compass Defendants in violation of the Crouse Associate Contract. First Amended Complaint, ¶ 54.

18. Upon information and belief, Defendant Crouse attempted to transfer the 2354 Mill Grove Road, Upper Saint Clair, PA 12541 listing from Howard Hanna to the Compass Defendants. First Amended Complaint, ¶ 55.

19. Defendant George entered into an Agreement between Broker and Sale Associate (the "George Associate Contract") with Howard Hanna on October 9, 2015. A copy of the George Associate Contract is attached to the First Amended Complaint as Exhibit C. *See also* First Amended Complaint, ¶ 56.

20. The George Associate Contract provides:

THIRD: Sales Associate shall engage in the real estate business exclusively on behalf of Broker to the best of Sales Associate's ability, and shall solicit listings and customers and otherwise promote Broker's business of serving the public in real estate transactions. Sales Associate will comply with all Federal and State Laws and Regulations, and the Codes of Ethics of any real estate professional associations to which Broker belongs. Sales Associate also agrees to adhere to Broker's policies, as established from time to time. [...]

FIFTH: [...] if a dispute, arbitration or litigation arises solely as a result of the negligence, misrepresentation, misfeasance or malfeasance of Sales Associate, Sales Associate agrees to pay all expenses, costs and fees and Broker will have the right to charge Sales Associate's account for any and all expenses, costs and fees. [...]

SEVENTH: All information, paper, contracts, books of account, methods of doing business, or copies thereof, shall remain the sole property of Broker. During the term of this agreement, or after termination of this agreement, Sales Associate shall not use any information, paper, contracts, books of account or other methods of doing business to Sales Associates advantage, nor permit the same to be used by any other competing person, corporation, company and remove same from Broker's premises. Sales Associate shall use his/her best efforts to promote and increase the goodwill and business of Broker. All prospects acquired during the term of this agreement shall be the sole and exclusive property of Broker. [...]

EIGHTH: All real estate listings and all Buyer Broker agreements shall be the sole and exclusive property of Broker. The Sales Associate shall immediately deliver to Broker, all listing and Buyer Broker Agreements. All real estate or interests in real estate purchased through or sold by Sales Associate during the term of this agreement will be the sole and exclusive property of Broker. Upon termination of this agreement, any listing or Buyer Broker agreement still in effect shall remain the sole and exclusive property of Broker and Sales Associate shall have no right to commission or division thereof. Sales Associate agrees that he/she is licensed solely with Broker and may not engage in the real estate business in any manner, except with Broker and under the terms and conditions of this agreement. [...]

TENTH: [...] During the term of this Agreement, and for a period of six (6) months thereafter, Sales Associate shall not, directly or indirectly, acting alone or in conjunction with others: (1) engage as a director, officer, employee, partner, shareholder, sole proprietor, independent contractor, or in any other capacity, in any business in competition with any business then being conducted by Broker within a geographic region consisting of five (5) square miles around the "Hanna" office from which Sales Associate was based during and at the time of termination of this Agreement; (2) furnish to any person, partnership or corporation or any other entity engaged in any business that is in competition with any business then being conducted by Broker, any information regarding Broker's clients, customers, properties, prices, terms of negotiations, policies or relationships with clients and customers, nor any other information and all materials supplied by Broker to Sales Associate, including, but not limited to, publications, cards, records, and any other material, files or data; (3) solicit, either directly or indirectly, any listing or buyer brokerage contract held by Broker at the time of termination of this Agreement; and (4) solicit, either directly or indirectly, any personnel or other sales associate or other persons associated with Broker to terminate their relationships with Broker. It is expressly agreed that the aforementioned records and information are the sole property of the Broker. [...]

(Exhibit C to First Amended Complaint, §§ 3, 5, 7, 8 and 10.)

21. On or about March 5, 2021, Defendant George announced on one of her social media accounts that she was joining the Compass Defendants, thereby unilaterally terminating the George Associate Contract without notice.

22. Upon information and belief, the Compass Defendants have solicited and conspired with Defendant George in order to encourage and abet Defendant George to breach her contract with Howard Hanna. First Amended Complaint, ¶ 58.

23. Upon information and belief, Defendant George, prior to terminating the George Associate Contract on March 5, 2021, refused to submit offers on Howard Hanna listings—2009 West St., Homestead, PA 15120; 800 East 11th St., Homestead, PA 15120; and 129 E. 15th Ave., Homestead, PA 15120—so that she could submit those offers when she was employed by the Compass Defendants. First Amended Complaint, ¶ 59.

24. Upon information and belief, Defendant George, after terminating the George Associate Contract, has solicited current Howard Hanna real estate agents to leave Howard Hanna and join the Compass Defendants. First Amended Complaint, ¶ 60.

25. More specifically, Defendant George after terminating the George Associate Contract, has held meetings at a local restaurant with current Howard Hanna Sales Associates and at those meetings encouraged those Sales Associates to leave Howard Hanna.

26. Additionally, Defendant George after terminating the George Associate Contract, has sent emails to current Howard Hanna Sales Associates encouraging those Sales Associates to leave Howard Hanna. A copy of one of these emails is attached as Exhibit A hereto, and excerpts from that email are depicted below:

COMPASS



After more than 5 years helping clients in the Pittsburgh market, I've joined Compass, a technology-driven real estate company. With innovative tools and exclusive programs, Compass empowers me to redefine the buying and selling experience for my clients. Please save my new contact information so you can easily reach out whether you're interested in exploring your real estate options or simply want to know more!

Why Compass?



Innovative Technology

Developed in-house, the Compass technology suite is designed to enhance and streamline the buying and selling process. Now, we can leverage powerful data, collaborate seamlessly, and track market trends more quickly and easily than ever.

Access to a Nationwide Network

With a presence in the 20 largest markets across the U.S., the expansive and uniquely collaborative Compass agent community provides us with unlimited co-brokering and referral opportunities, and gets us access to the country's most exclusive properties.



27. In additoan to the above, on or about March 19, 2021, Jake Litke, Strategic Growth Manager at Compass, Inc., left a voicemail message for at least two current Howard Hanna Sales Associates with office in Howard Hanna's Sewickley Branch Office, stating that "a couple of our agents had referred me over to you" and asked to speak with the Howard Hanna Sales Associates about Compass and "to see if there was any interest or mutual fit".

28. Upon information and belief, at the time of the March 19, 2021 voice mail message, Defendants Crouse and George were the only former Howard Hanna "agents" with Compass in Western Pennsylvania.¹

29. Defendants Hornung, Crouse and George are each registered with West Penn Multi-List, Inc. as real estate agents under Compass Pennsylvania LLC as the broker of record. *See Exhibit B hereto.*²

30. In short, Defendants Crouse and George are actively soliciting current Howard Hanna Sales Associates to terminate their relationship with Howard Hanna and join the Compass Defendants, in clear violation of their respective Associate Contracts.

The Defendants' Actions Harm Howard Hanna

31. Defendants' wrongful activities are causing Howard Hanna to suffer irreparable harm because its agent and client relationships, contacts, and industry knowledge and expertise, are essential to its success.

¹ Defendant Hornung was a manager for Howard Hanna, although he is also licensed to act as an agent.

² West Penn Multi-List, Inc. provides multiple listing services and programs to broker subscribers and their agents. Source: <https://www.westpenmls.com/>

32. Howard Hanna will continue to suffer damages unless Defendants Crouse and George are enjoined from their illegal activity.

33. Damages caused from Defendants' unlawful activities are extremely difficult, if not impossible, to determine.

34. Greater injury will be inflicted on Howard Hanna by the denial of the relief requested herein than will be inflicted on Defendants by granting such relief.

35. An injunction would restore the parties to their status before Defendants' wrongful conduct began.

36. Plaintiff is likely to prevail on the merits of an injunction.

37. The requested injunction is reasonably suited to abate Defendants' offending activity.

38. An injunction will not adversely affect the public interest.

39. Therefore, an injunction is appropriate and necessary to prevent Defendants from continuing to irreparably harm Howard Hanna by (a) unlawfully competing with Howard Hanna in violation of the Crouse Associate Contract and the George Associate Contract; (b) unlawfully soliciting any personnel or Sales Associates to terminate their relationship with Howard Hanna; (c) unlawfully soliciting or interfering with any listing or buyer brokerage contract held by Howard Hanna at the time of their termination of their respective Agreement between Broker and Sales Associate; and (d) unlawfully misappropriating, selling, transferring, disclosing or otherwise using Howard Hanna confidential and sensitive business information.

ARGUMENT

40. Howard Hanna has shown that it will suffer immediate and irreparable harm that cannot be compensated by money damages if an injunction is not granted.

41. Greater injury will result to Howard Hanna if preliminary relief is denied than if such injunctive relief is granted.

42. Here, a preliminary injunction would restore the status quo to where it was before Defendants Crouse and George violated their respective Associate Contracts to unlawfully compete with Howard Hanna, to unlawfully solicit Howard Hanna listing and sales contracts, to unlawfully solicit Howard Hanna Sales Associates and personnel, and to potentially misappropriate Howard Hanna's confidential and sensitive business information.

43. Howard Hanna has demonstrated through this Motion and its First Amended Complaint that there exists a strong likelihood of success on the merits.

44. Howard Hanna's injunction request is tailored to be reasonably suited to abate the offending activity.

45. Specifically, and for the reasons stated in the Complaint, unless and until Defendants Crouse and George are estopped from violating their respective Associate Contracts, Howard Hanna will suffer irreparable harm.

46. Howard Hanna is and will be irreparably harmed in the nature of:

- (a) Absent appropriate injunctive relief, Defendants will continue to unlawfully compete with Howard Hanna;
- (b) Absent appropriate injunctive relief, Defendants will continue to unlawfully solicit Howard Hanna agents and personnel;
- (e) Absent appropriate injunctive relief, Defendants will continue to unlawfully solicit and/or interfere with listing or buyer brokerage contract held by Howard Hanna;

- (d) Absent appropriate injunctive relief, Defendants will be able to misappropriate, sell, transfer, disclose or otherwise use Howard Hanna's valuable confidential and sensitive business information to unlawfully compete with Howard Hanna;
- (e) As a result, Crouse's and George's continued violation of their respective Associate Contracts threatens a loss of a substantial business to Howard Hanna in the geographic location described in their respective contracts;
- (f) As a result, Crouse's and George's continued violation of their respective Associate Contracts threatens a loss to Howard Hanna of valuable employees and agents that Crouse and George have or may in the future solicit for employment with the Compass Defendants; and
- (e) As a result, Defendants' misappropriation of Howard Hanna trade secrets and confidential and sensitive business information threatens Howard Hanna with a loss of substantial business, and it would significantly diminish the value of Howard Hanna's confidential and sensitive business information, which Howard Hanna has invested many years developing.

47. Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff Howard Hanna d/b/a Howard Hanna Real Estate Services respectfully requests that this Honorable Court:

- (a) Enter a Preliminary Injunction, and thereafter a Final Injunction, to issue immediately:
 - i. enjoining and restraining Defendants Jennifer Crouse and Leah George, and any other individual or entity within Defendants' control or supervision and all other persons or

entities acting in concert with Defendants individually or collectively, from, directly or indirectly, by possessing, misappropriating, selling, transferring, disclosing or otherwise using Howard Hanna valuable trade secrets, confidential, and/or sensitive business information, such specific Trade Secrets to be enumerated in a Supplemental Order upon completion of the accountings described below and the forensic examination described below;

ii. requiring Defendants Jennifer Crouse and Leah George to provide an accounting to the Court identifying any and all Howard Hanna valuable confidential and sensitive business information accessed, downloaded, or removed from Howard Hanna by Defendants Jennifer Crouse and Leah George;

iii. requiring Defendants Jennifer Crouse and Leah George to provide an accounting to the Court identifying any and all persons or entities, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, with whom Defendants have disclosed any information taken from Howard Hanna, including identifying what information was provided to whom and when it was provided;

iv. requiring Defendants to submit for forensic examination analysis all computers, mobile devices, and personal email accounts as well as all hard drives, external hard drives, thumb drives, or other data storage devices used by Defendants Jennifer Crouse and Leah George since January 1, 2021;

v. requiring Defendants Jennifer Crouse and Leah George to return to Howard Hanna all documents, files and/or folders or the like removed or copied from Howard Hanna's computers or offices, including but not limited to any and all copies of emails, hard drives, external hard drives, thumb drives or other data storage devices;

vi. enjoining and restraining Jennifer Crouse from violating her Associate Contract

with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by listing or selling real estate in which said real estate is located within a five (5) mile radius around any of Howard Hanna's branch offices in which Jennifer Crouse worked during the term of her Sales Associate Agreement, including but not limited to Howard Hanna's Collier office;

vii. enjoining and restraining Jennifer Crouse from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting or interfering with, either directly or indirectly, any listing or buyer brokerage contract held by Howard Hanna at the time of termination of her Sales Associate Agreement;

viii. enjoining and restraining Jennifer Crouse from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting, either directly or indirectly, any personnel or other Sales Associate or other persons associated with Howard Hanna to terminate their relationships with Howard Hanna;

ix. enjoining and restraining Jennifer Crouse from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by furnishing to any person, partnership or corporation or any other entity engaged in any business that is in competition with any business then being conducted by Howard Hanna, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, any information regarding Howard Hanna's clients, customers, properties, prices, terms of negotiations, policies or relationships with clients and customers, nor any other information

and all materials supplied by Howard Hanna to Jennifer Crouse, including, but not limited to, publications, cards, records, and any other material files or data;

x. enjoining and restraining Leah George from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by engaging as a director, officer, employee, partner, shareholder, sole proprietor, independent contractor, or in any other capacity, in any business in competition with any business being conducted by Howard Hanna, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, within a geographic region consisting of five (5) mile radius around any of Howard Hanna's branch offices in which Leah George worked during the term of her Sales Associate Agreement, including but not limited to Howard Hanna's Squirrel Hill office;

xi. enjoining and restraining Leah George from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting or interfering with, either directly or indirectly, any listing or buyer brokerage contract held by Howard Hanna at the time of termination of her Sales Associate Agreement;

xii. enjoining and restraining Leah George from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting, either directly or indirectly, any personnel or other Sales Associate or other persons associated with Howard Hanna to terminate their relationships with Howard Hanna;

xiii. enjoining and restraining Leah George from violating her Associate Contract with

Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by furnishing to any person, partnership or corporation or any other entity engaged in any business that is in competition with any business being conducted by Howard Hanna, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, any information regarding Howard Hanna's clients, customers, properties, prices, terms of negotiations, policies or relationships with clients and customers, nor any other information and all materials supplied by Howard Hanna to Leah George, including, but not limited to, publications, cards, records, and any other material, files or data; and

xiv. enjoining Defendants Jennifer Crouse and Leah George, and any other individual or entity within Defendants' control or supervision and all other persons or entities acting in concert with Defendants, individually or collectively, acting alone or in conjunction with others, from any and all such other conduct as the Court deems appropriate for injunctive relief;

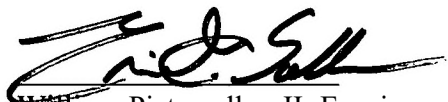
(b) Plaintiff Howard Hanna d/b/a Howard Hanna Real Estate Services is willing to file an appropriate bond with the Court.

Respectfully submitted,

PIETRA GALLO GORDON ALFANO BOSICK &
RASPANTI, LLP

Dated: March 29, 2021

By:



William Pietragallo, II, Esquire

Pa. r.n No. 16413

Eric G. Soller, Esquire

Pa. r.n No. 65560

John R. Bromberg, Esquire

Pa. l.D. No. 311352

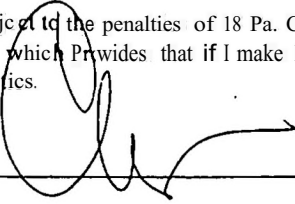
38th Floor, One Oxford Centre
Pittsburgh, PA 15219
(412) 263-2000 (Phone)
(412) 263-2001 (Fax)

*Counsel for Plaintiff Howard Hanna d/b/a
Howard Hanna Real Estate Services*

VERIFICATION

I, Howard Hanna of Howard Hanna d/b/a Howard Hanna Real Estate Services, have read the foregoing *Verified Second Motion for Preliminary Injunction*. The statements contained herein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



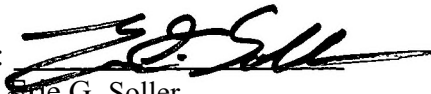
Dated: 3-28-21

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

PIETRAGALLO GORDON ALFANO BOSICK &
RASPANTI, LLP

Date: March 29, 2021

By: 
Eric G. Soller
PA ID No. 65560

From: Leah George <leah.george@compass.com>
Sent: Thursday, March 25, 2021 2:23 PM
To: Maryann Bacharach
Subject: I've navigated to Compass!

CAUTION: This email originated from outside of the organization.

[View in browser](#)

COMPASS



After more than 5 years helping clients in the Pittsburgh market, I've joined Compass, a technology-driven real estate company. With innovative tools and exclusive programs, Compass empowers me to redefine the buying and selling experience for my clients. Please save my new contact information so you can easily reach out whether you're interested in exploring your real estate options or simply want to know more!

Why Compass?





Innovative Technology

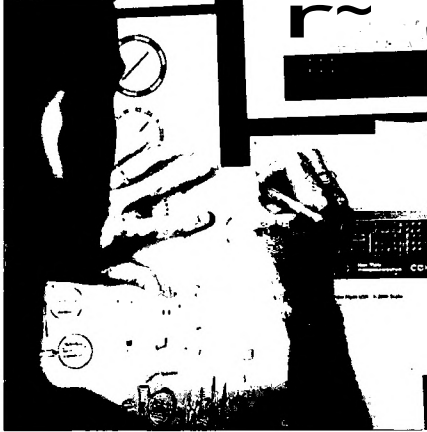
Developed in-house, the Compass technology suite is designed to enhance and streamline the buying and selling process. Now, we can leverage powerful data, collaborate seamlessly, and track market trends more quickly and easily than ever.

Unique Buyer & Seller Programs

Compass programs have been tailored to meet our clients' unique needs.

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Leah George

Real Estate Salesperson

M: 412.713.0513

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(J A4:ert JJ)	Last Name ↓	First Name ↓	Email Address	Office ID	Office Name
U: 215111	Hom4.ln0	Mike	mike.hartman@compass.com	E1901.	COMPASSPR-risYIV-rilla,,LLC

Actions Refine Save Criteria

Previous 1 Next

Agent ID	Last Name	First Name	Email Address	Office ID	Office Name
0 225000	George	Leah	leah.george@compass.com	<u>01901</u>	C011PASS PENNSYLVANIA, LLC

Actions Refine Save Criteria

Previous 1 Next

Agent ID	Last Name	First Name	Email Address	Office ID	Office Name
	Jennifer		jen.crouse@compass.com	<u>01901</u>	cor-1PASS PENNSYLVANIA, LLC

Previous 1 Next

SOURCE: <https://www.westpenmls.com/>



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon all parties listed below and as indicted below. This 29th day of March, 2021:

Jennifer Crouse
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Compass, Inc.*
(via electronic mail)



Eric Sollér

*One of the Attorneys for Plaintiff Howard
Hanna d/b/a Howard Hanna Real Estate
Services*

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

HOWARD HANNA d/b/a HOWARD)	CIVIL DIVISION
HANNA REAL ESTATE SERVICES,)	
)	Case No. GD-21-001894
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.

ORDER OF COURT

AND NOW, this _____ day of March, 2021, upon consideration of Plaintiff Howard Hanna d/b/a Howard Hanna Real Estate Services' Verified Second Motion for Preliminary Injunction, it is hereby ORDERED that said Motion is GRANTED.

It is FURTHER ORDERED as follows:

1. Defendants Jennifer Crouse and Leah George, and any other individual or entity within Defendants' control or supervision and all other persons or entities acting in concert with Defendants individually or collectively, from, directly or indirectly, are hereby ENJOINED and RESTRAINED from possessing, misappropriating, selling, transferring, disclosing or otherwise using Howard Hanna valuable trade secrets, confidential, and/or sensitive business information, such specific Trade Secrets to be enumerated in a Supplemental Order upon completion of the accountings described below and the forensic examination described below.

2. Defendants Jennifer Crouse and Leah George are hereby REQUIRED to provide an accounting to the Court identifying any and all Howard Hanna valuable confidential and sensitive business information accessed, downloaded, or removed from Howard Hanna by Defendants Jennifer Crouse and Leah George.

3. Defendants Jennifer Crouse and Leah George are hereby REQUIRED to provide an accounting to the Court identifying any and all persons or entities, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, with whom Defendants have disclosed any information taken from Howard Hanna, including identifying what information was provided to whom and when it was provided.

4. Defendants Jennifer Crouse and Leah George are hereby REQUIRED to submit for forensic examination analysis all computers, mobile devices, and personal email accounts as well as all hard drives, external hard drives, thumb drives, or other data storage devices used by Defendants Jennifer Crouse and Leah George since January 1, 2021.

5. Defendants Jennifer Crouse and Leah George are hereby REQUIRED to return to Howard Hanna all documents, files and/or folders or the like removed or copied from Howard Hanna's computers or offices, including but not limited to any and all copies of emails, hard drives, external hard drives, thumb drives or other data storage devices.

6. Defendant Jennifer Crouse is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by listing or selling real estate in which said real estate is located within a five (5) mile radius around any of Howard Hanna's branch offices in which Jennifer Crouse worked during the term of her Sales Associate Agreement, including but not limited to Howard Hanna's Collier

office.

7. Defendant Jennifer Crouse is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting or interfering with, either directly or indirectly, any listing or buyer brokerage contract held by Howard Hanna at the time of termination of her Sales Associate Agreement.

8. Defendant Jennifer Crouse is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting, either directly or indirectly, any personnel or other Sales Associate or other persons associated with Howard Hanna to terminate their relationships with Howard Hanna.

9. Defendant Jennifer Crouse is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by furnishing to any person, partnership or corporation or any other entity engaged in any business that is in competition with any business then being conducted by Howard Hanna, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, any information regarding Howard Hanna's clients, customers, properties, prices, terms of negotiations, policies or relationships with clients and customers, nor any other information and all materials supplied by Howard Hanna to Jennifer Crouse, including, but not limited to, publications, cards, records, and any other material files or data.

10. Defendant Leah George is hereby ENJOINED and RESTRAINED from violating

her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by engaging as a director, officer, employee, partner, shareholder, sole proprietor, independent contractor, or in any other capacity, in any business in competition with any business being conducted by Howard Hanna, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, within a geographic region consisting of five (5) mile radius around any of Howard Hanna's branch offices in which Leah George worked during the term of her Sales Associate Agreement, including but not limited to Howard Hanna's Squirrel Hill office.

11. Defendant Leah George is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting or interfering with, either directly or indirectly, any listing or buyer brokerage contract held by Howard Hanna at the time of termination of her Sales Associate Agreement.

12. Defendant Leah George is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically, or electronically, by soliciting, either directly or indirectly, any personnel or other Sales Associate or other persons associated with Howard Hanna to terminate their relationships with Howard Hanna.

13. Defendant Leah George is hereby ENJOINED and RESTRAINED from violating her Associate Contract with Howard Hanna, including but not limited to directly or indirectly, acting alone or in conjunction with others either physically, telephonically or electronically, by furnishing to any person, partnership or corporation or any other entity engaged in any business

that is in competition with any business being conducted by Howard Hanna, including but not limited to Urban Compass, Inc. f/k/a Urban Compass, Inc. and Compass Pennsylvania, LLC, any information regarding Howard Hanna's clients, customers, properties, prices, terms of negotiations, policies or relationships with clients and customers, nor any other information and all materials supplied by Howard Hanna to Leah George, including, but not limited to, publications, cards, records, and any other material, files or data.

BY THE COURT

_____ J.