

alleges that it “was one of the first publications to provide a marketplace where private homeowners pay to advertise their property directly to potential buyers, bypassing the use of real estate agents and brokers.

3. Zillow, a wholly owned subsidiary of Zillow Group, Inc., is registered in Vermont as a Foreign Profit Corporation. Zillow is incorporated in Washington, and its principal place of business is in Seattle, Washington. Compl. ¶ 2. According to the complaint, Zillow “provides an online portal for people to advertise property and realtor services for the general public.”

4. Picket Fence’s complaint alleges that Zillow’s “for-sale-by-owner” real estate listings violate state and federal consumer and antitrust laws. Compl. ¶¶ 54–57. Specifically, Picket Fence alleges unfair and deceptive acts and practices and antitrust in violation of the Vermont Consumer Protection Act (Count I), violations of the federal Lanham Act (Count II), and unfair competition in violation of the common law (Count III). Compl. ¶¶ 62–90.

5. Picket Fence seeks money damages, including treble damages, for the alleged violations of the Vermont Consumer Protection Act. It also seeks money damages for the alleged Lanham Act violations. Compl., Prayer for Relief ¶¶ 3–4.

6. Although the prayer for relief did not specify a demand amount, Picket Fence alleged the amount of its claimed damages elsewhere in the complaint:

- a. “In 2006, Picket Fence Preview had profits of approximately \$788,000. Their lost profits in 2017 is estimated at \$3,400,000 and at a projected 16% growth in profits from 2018 to 2030, Picket Fence Preview would have over \$128,467,758.50 in profits, calculated based on present value. That means by 2030 Picket Fence Preview estimates it will have lost over \$142,000,000

as a result of Zillow’s false advertising and unfair and deceptive practices.”
Compl. ¶ 52.

b. “Other losses include losses associated with potential expansion to other markets through company owned outlets and franchising fees that Picket Fence Preview could have charged but for the unlawful actions of Zillow.”
Compl. ¶ 53.

a. “Prior to 2006, Picket Fence Preview had started to work with others who wanted to start For-Sale-By-Owner advertising publications. Unfortunately due to the downturn in income for legitimate For-Sale-By-Owner advertising publications as a direct result of Zillow’s false advertising and unfair and deceptive practices, Picket Fence Preview was unable to fully develop that business model. Its losses from expansion and franchising are clearly in the hundreds of millions of dollars.” Compl. ¶ 54.

7. Zillow’s registered agent was served with a copy of the summons and complaint on December 29, 2020. Ex. A at 1.¹

FEDERAL QUESTION JURISDICTION

8. **Federal question.** This Court has original jurisdiction over Picket Fence’s Lanham Act claim (Compl. ¶¶ 70–86), which “arises under” 15 U.S.C. § 1125. *See* 28 U.S.C. § 1331.

9. **Supplemental jurisdiction.** Because Picket Fence’s state-law claims under the Vermont Consumer Protection Act and for “unfair competition” are “so related to claims in the action within such original jurisdiction that they form part of the same case or controversy,” this Court “shall have supplemental jurisdiction” over them. 28 U.S.C. § 1367(a).

¹ Page numbers refer to the page numbering of the PDF, not the document’s page numbering in the footer.

DIVERSITY JURISDICTION

10. This Court has diversity-of-citizenship jurisdiction over this action pursuant to 28 U.S.C. § 1332. This Court “shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between,” inter alia, “[c]itizens of different States.” 28 U.S.C. § 1332(a)(1). This action satisfies these requirements because plaintiff Picket Fence and defendant Zillow are completely diverse, and the amount in controversy exceeds \$75,000.

11. **Citizenship.** Paragraph (a)(1) requires that all plaintiffs be diverse from all defendants. For purposes of both § 1332 and the removal statute, § 1441, “a corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.” 28 U.S.C. § 1332(c)(1). Picket Fence and Zillow are citizens of different states. Picket Fence is incorporated in and has its principal place of business in the State of Vermont. Compl. ¶ 1. Zillow is incorporated in and has its principal place of business in the State of Washington. Compl. ¶ 2. The parties are therefore diverse, and the citizenship requirement is met.

12. **Amount in controversy.** In a diversity case, the matter in controversy [must] exceed[] the sum or value of \$75,000, exclusive of interest and costs.” 28 U.S.C. § 1332(a). Picket Fence has demanded “damages for violations of the Vermont Consumer Protection Act, including all damages, triple exemplary damages.” Prayer for Relief ¶ 2. It also seeks “Award the Plaintiff damages for all violations of the Lanham Act, including profits made by Zillow for its conduct,” and “damages for Zillow’s unfair competition.” Prayer for Relief ¶¶ 3–4. Although Picket Fence does not state the amount of its demand in the prayer for relief, it alleges elsewhere in the complaint that it “lost profits in 2017 is estimated at \$3,400,000[,] and at a projected 16% growth in profits from 2018 to 2030, Picket Fence Preview would have over \$128,467,758.50 in profits, calculated

based on present value. That means by 2030 Picket Fence Preview estimates it will have lost over \$142,000,000 as a result of Zillow’s false advertising and unfair and deceptive practices.” Compl. ¶ 52. Picket Fence also alleges “[o]ther losses,” including “losses associated with potential expansion to other markets through company owned outlets and franchising fees that Picket Fence Preview could have charged,” as well as a “downturn in income” that rendered it “unable to fully develop [another] business model,” resulting in “losses from expansion and franchising [that] are clearly in the hundreds of millions of dollars.” Compl. ¶¶ 53–54. These alleged damages “exceed[] . . . \$75,000.” § 1332(a).

13. Because the parties are citizens of different states and the amount in controversy exceeds \$75,000, this Court has original jurisdiction over this action under § 1332.

PROCEDURAL REQUIREMENTS

14. **Venue.** This action was originally filed in the Chittenden Unit of the Vermont Superior Court, located in Chittenden County, Vermont. Ex. A at 3. Chittenden County, Vermont, is located within the District of Vermont. *See* 28 U.S.C. § 126. Venue is proper in this Court, which is the “district and division embracing the place where [this] action is pending.” 28 U.S.C. § 1441(a).

15. **Timeliness.** Zillow first received a copy of the complaint following service of process on December 29, 2020. Ex. A at 1. This notice of removal is therefore timely, as it has been filed within 30 days after the Zillow’s receipt of the complaint. 28 U.S.C. § 1446(b)(1).

16. **Notice.** Zillow will also file with the Clerk of the Vermont Superior Court, Chittenden Unit, a notice that this case has been removed, as well as a copy of this notice of removal. *See* 28 U.S.C. § 1446(a), (d). A copy of the notice to be filed in the state court is attached as **Exhibit B**. Both notices have been promptly served upon plaintiff’s counsel. *See* 28 U.S.C. §§ 1446(a), (d).

17. **Signature.** This notice is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure. 28 U.S.C. § 1446(a).

18. **Reservation of rights.** Zillow's removal of this action does not constitute an admission that Picket Fence has stated a cognizable cause of action, suffered injury, or suffered injury caused by Zillow.

CONCLUSION

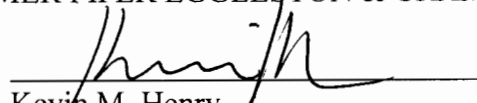
Because the requirements for both federal question and diversity jurisdiction are satisfied, this Court is vested with original jurisdiction over this action, which is therefore removable to this Court under 28 U.S.C. §§ 1331, 1332, 1441, and 1446.

Respectfully submitted,

Dated: January 19, 2021

PRIMMER PIPER EGGLESTON & CRAMER PC

By:



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Burlington, VT 05402-1489
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(802) 864-0880

Attorney for Defendant Zillow, Inc.

EXHIBIT A



**Service of Process
Transmittal**

12/29/2020
CT Log Number 538809607

TO: Zg Service
Zillow Group, Inc.
1301 2ND AVE STE 3100
SEATTLE, WA 98101-0003

RE: Process Served in Vermont

FOR: Zillow, Inc. (Domestic State: WA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: PICKET FENCE PREVIEW, INC., PLTF. vs. Zillow, Inc., Dft.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # None Specified

ON WHOM PROCESS WAS SERVED: C T Corporation System, JEFFERSONVILLE, VT

DATE AND HOUR OF SERVICE: By Process Server on 12/29/2020 at 11:16

JURISDICTION SERVED : Vermont

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 12/29/2020, Expected Purge Date: 01/03/2021
Image SOP
Email Notification, Zg Service zgserviceofprocess@zillowgroup.com

REGISTERED AGENT ADDRESS: C T Corporation System
17 G W TATRO DR
JEFFERSONVILLE, VT 05464
866-539-8692
CorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Lamoille County Sheriff's Department
PO Box 96, Hyde Park, Vt. 05655

STATE OF VERMONT
LAMOILLE COUNTY, S.S.

Return of Service

CIVIL ACTION

Docket No:

PICKET FENCE PREVIEW, INC. -- Plaintiff

PROCESS # 2020-0508

VS.

ZILLOW INC. -- Defendant

(LastName, FirstName or Business Name)

On the 29 Day Of: () January () April () July () October
() February () May () August () November
At: 10:13 hrs. () March () June () September (X) December 2020

I made service of the following document(s) upon Defendant: ZILLOW INC.
(LastName, FirstName or Business Name)

by delivering a copy of same to: C T CORPORATION SYSTEM, AGENT
(LastName, FirstName or Business Name)

At: Jeffersonville, Vermont.

Sheriff Steven Bredice

() or a person of sufficient age and discretion and resident thereof.

Of The Following Documents: Summons
Complaint

For C.T. Corp

Or:

() I made a diligent search within the county for the defendant(s) and am unable to locate the same; therefore the documents were NOT served.

(If Checked the Defendant was NOT served.)

Handwritten signature/initials

Service Fee: \$ _____
Mileage Fee: \$ _____
Postage Fee: \$ _____
Total: \$ _____

Handwritten signature
Deputy Sheriff
1/19/21

WHITE - Original

YELLOW - Office

PINK-Defendant

STATE OF VERMONT

SUPERIOR COURT
CHITTENDEN UNIT

CIVIL DIVISION
Docket #:

PICKET FENCE PREVIEW, INC.,

Plaintiff,

vs.

ZILLOW, INC.,
Defendant.

SUMMONS

THIS SUMMONS IS DIRECTED TO: Zillow, Inc. c/o CT Corporation System

1. **YOU ARE BEING SUED.** The Plaintiffs have started a lawsuit against you. The Plaintiffs' Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights.

2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail the Plaintiff a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the Plaintiff's attorney, located at:

Thomas C. Nuovo, Esq.
Bauer Gravel Farnham LLP
401 Water Tower Circle, Suite 101
Colchester, VT 05446

You must also give or mail your Answer to the Court located at:

Vermont Superior Court
Civil Division, Chittenden Unit
P.O. Box 187
Burlington, VT 05402

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.


4. YOU WILL LOSE YOUR CASE IF YOU DO NOT GIVE YOUR WRITTEN ANSWER TO THE COURT. If you do not Answer within 21 days and file it with the Court, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the complaint.

5. YOU MUST MAKE ANY CLAIMS AGAINST THE PLAINTIFF IN YOUR REPLY. Your Answer must state any related legal claims you have against the Plaintiff. Your claims against the Plaintiff are called Counterclaims. If you do not make your Counterclaims in writing in your Answer, you may not be able to bring them up at all. Even if you have insurance and the insurance company will defend you, you must still file any Counterclaims you may have.

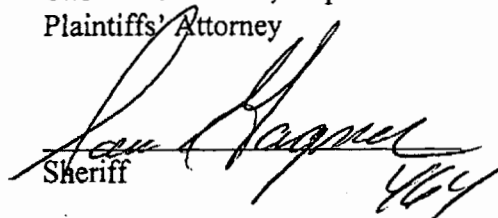
6. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you cannot afford a lawyer, you should ask the court clerk for information about places where you can get free legal help. **Even if you cannot get legal help, you must still give the Court a written Answer to protect your rights or you may lose the case.**

7. NOTICE OF APPEARANCE FORM. THE COURT NEEDS TO KNOW HOW TO REACH YOU SO THAT YOU WILL BE INFORMED OF ALL MATTERS RELATING TO YOUR CASE. If you have not hired an attorney and are representing yourself, in addition to filing the required answer it is important that you file the Notice of Appearance form attached to this summons, to give the court your name, mailing address and phone number (and email address, if you have one). You must also mail or deliver a copy of the form to the lawyer or party who sent you this paperwork, so that you will receive copies of anything else they file with the court.

Dated: 9/2/16/2020


Thomas C. Nuovo, Esq.
Plaintiffs' Attorney

Served on: 12/29/20


Sheriff

STATE OF VERMONT

SUPERIOR COURT
CHITTENDEN UNIT

CIVIL DIVISION
Docket #:

PICKET FENCE PREVIEW, INC.,

Plaintiff,

vs.

ZILLOW, INC.,
Defendant.

COMPLAINT

NOW COMES the Plaintiff, Picket Fence Preview, Inc., by and through its attorneys, Bauer Gravel Farnham, LLP, 401 Water Tower Circle, Suite 101, Colchester Vermont and complains as follows:

PARTIES

1. The Plaintiff is Picket Fence Preview, Inc. (hereinafter Picket Fence). Picket Fence is registered with the Vermont Secretary of State as a Domestic Profit Corporation and its principal place of business is 1 Kennedy Drive # L-5, located in the City of South Burlington, County of Chittenden and State of Vermont.

2. The Defendant is Zillow, Inc. (Zillow) which is registered to do business with the Vermont Secretary of State. Zillow is listed as a Foreign Profit Corporation with its principal place of business as 1301 Second Avenue, FL 31, in the City of Seattle and State of Washington. It lists its registered agent in Vermont as CT Corporation System, with address 17 G W Tatro Dr., Jeffersonville VT 05464. Zillow, Inc. is a wholly owned subsidiary of Zillow Group, Inc.

3. Pursuant to 12 V.S.A. § 402(a) venue is proper in the Vermont Superior Court, Chittenden Unit as the Plaintiff is a resident of the County of Chittenden in the State of Vermont. The Vermont Superior Court has concurrent subject matter jurisdiction to adjudicate claims of unfair competition brought under the Lanham Act.

BACKGROUND

4. Plaintiff realleges each and every allegation set forth in the previous paragraphs and incorporates them herein into this count by this reference.

5. Picket Fence is a For-Sale-By-Owner publication business. Picket Fence started in 1993. Picket Fence was one of the first publications to provide a marketplace where private homeowners pay to advertise their property directly to potential buyers, bypassing the use of real estate agents and brokers.

6. A major incentive for homeowners to advertise with Picket Fence Preview is reaching potential buyers directly through their publications and avoiding a 6-8% real estate commission.

7. Zillow was incorporated in December of 2004 and provides an online portal for people to advertise property and realtor services for the general public. Zillow launched its website, Zillow.com, in February 2006.

8. One of their services for agents includes advertising and a placement service for Premier Agents. Zillow's business depends on its ability to attract advertisers and partners to its online portal. This includes creating an advertising network and providing leads to its Premier Agents.

9. Zillow has updated this practice to increase the incentives to Premier Agents by introducing a new service offering called "Flex". This allows agents to pay Zillow only after they close a transaction from a Zillow lead, such as redirecting a For-Sale-By-Owner advertisement to a Premier Agent.

10. Part of Zillow's practice has included deceiving For-Sale-By-Owner's to list their property on its site for "free." This deception can be seen when comparing a property listed by an agent to a For-Sale-By-Owner listing.

11. When a For-Sale-By-Owner has a listing on Zillow's service, the initial page that a potential buyer sees is a big bar below that says "Contact Agent" prominently displayed. To find the seller's contact information a potential buyer must go to "Get More Information." When the section listing "Get More Information" on a For-Sale-By-Owner page comes up, the "Premier Agents" are listed first and the owner is listed at the bottom of the list.

12. The deceptive disclaimer on displayed For-Sale-By-Owner ads was added in 2017 (11/27/17). This disclaimer on the For-Sale-By-Owner ad, viewable to a user (buyer), is also deceptive in that the small text of the disclaimer refers to a “contact agent” button, yet the only option displayed is a “contact” button. Selection of the “contact” button on a For-Sale-By-Owner ad is routed to Zillow and a Premier Agent. There is, and never has been any disclosure of inquiry diversion (hijacking of inquiries) to the poster of a For-Sale-By-Owner ad on Zillow.

13. On some listings the only way to find the phone number for the owner is to scroll through all of the information, including past a page allowing for contact with an agent as well as a section showing nearby properties and similar homes. The prominently displayed blue “Contact Agent” link continues to be prominently displayed at the top of the page as a person scrolls through the listing.

14. There is also a link on the For-Sale-By-Owner ad informing Premier Agents how to pay to get their name on this listing, or to be the only contact on the listing. If one were to press the “Contact” button, the person is then contacted by an Agent or Zillow, not the Property Owner.

15. In the section listing “Get More Information” one can enter their contact information to express an interest in the property. Below the “Contact” box and after a disclaimer it lists the names of Premier Agents first, with the property owner last. Even if one checks the owner box the response goes to the Zillow who connects the buyer with an agent. Though it is possible to find a way to contact the property owner, Zillow’s website makes this difficult and clearly promotes the Premier Agents.

16. For-Sale-By-Owner ads on mobile devices (cell phones, tablets) often do not have any owner contact info, unless the owner remembers to include this in the description of the property or scrolls through the entire ad to find the owner’s number at the end of the advertisement. Only Premier Agents can be contacted directly by clicking on contacts in the ad.

17. Similarly if you view a For-Sale-By-Owner listing on a cell phone, a prominently displayed “Call Agent” or “Message Agent” is prominently displayed at the bottom on the screen even while scrolling through portions of the listing.

18. When one comes to the place where it says "Get More Information" clicking on this button does not contact the seller of the property, rather it connects the buyer with Zillow or a Premier Agent.

19. Zillow has been engaging in unfair methods of competition in commerce and unfair or deceptive acts or practices in commerce, both of which have been declared unlawful and are considered antitrust violations.

20. Zillow is engaged in a comprehensive program designed to undermine the For-Sale-By-Owner real estate market using deceptive business practices, false advertising, consumer fraud, deceptive marketing, unfair trade practices and unfair competition.

21. Specifically Zillow has been offering free advertising postings to For-Sale-By-Owner sellers of real estate while providing deceptive layouts of the For-Sale-By-Owner ads to the benefit of Zillow's Premier Agents. Essentially Zillow has falsely advertised its services to For-Sale-By-Owner sellers and hijacked the inquiries on these For-Sale-By-Owner listings for Zillow's own gain by tying the free advertisement listing to the sale of advertising to Premier Agents.

22. The result has been that Zillow has both deceived the For-Sale-By-Owner sellers who have advertised the property on Zillow's site as well as engaged in unfair methods of competition to the detriment of For-Sale-By-Owner advertisers and publications, such as Picket Fence Preview, which has provided paid advertising for them.

23. Furthermore, there are instances in which only the Premier Agent contact information is displayed on For-Sale-By-Owner ads. Clearly, Zillow actively engages in malicious and fraudulent bait and switch behavior to the benefit of itself and its paying Premier Agent clients, to the detriment of the property seller, their buyer, and legitimate For-Sale-By-Owner advertising businesses like Picket Fence Preview.

24. In fact, Zillow advertises to agents 'learn how to be the only agent listed here' on For-Sale-By-Owner listings. Such advertising, and the hijacking of inquiries on For-Sale-By-Owner, ads is deceptive to the For-Sale-By-Owner seller who lists their property on Zillow's website and the buyer who searches for For-Sale-By-Owner property on Zillow's website.

25. Zillow has engaged in illegal and unfair methods of competition as well as fraud and deceit by setting up a bait and switch scheme for Zillow's "free" listings for

For-Sale-By-Owners and then making it difficult, or impossible, for prospective buyers to contact those seller's directly.

26. For-Sale-By-Owner also may lose potential sales from this "free" ad, because Premier Agents may redirect potential purchasers to other properties if the For-Sale-By-Owner is not willing to share a commission with the Premier Agent.

27. Plaintiff is also informed, and therefore believes, that Premier Agents may redirect potential buyers to other properties where Premier Agent will obtain a better commission.

28. Zillow's pricing scheme is also predatory, in that Zillow claims it is offering a service for free, but in reality is charging the Premier Agents so they can advertise on the website of those free ads and receive hijacked inquiries from deceived buyers.

29. This creates an unfair playing field for legitimate For-Sale-By-Owner publications. Potential customers have opted for the free listing of their properties on Zillow's site instead of using Picket Fence Preview, a For-Sale-By-Owner paid advertising publication.

30. The predatory pricing engendered in offering this service for free means that Picket Fence Preview, a For-Sale-By-Owner publication cannot compete.

31. Zillow's predatory pricing scheme resulted in many deceived consumers over the years.

32. Hundreds of thousands, to potentially several million customers, who listed on Zillow thought they were getting free For-Sale-By-Owner advertisement, but instead paid a real estate agent an unnecessary fee to obtain access to people who viewed THEIR For-Sale-By-Owner listing on Zillow.

33. This includes buyers deceived into paying unnecessary fees to agents because their inquiry was diverted to an agent, and sellers who've been deceived into paying unnecessary fees because Zillow hijacked the buyer inquiry to an agent who then controlled the transaction.

34. The unfair competition, by offering a bait and switch free advertising, has meant a significant loss in revenue for Picket Fence Preview, a For-Sale-By-Owner publication. In the case of Picket Fence Preview this has meant a loss in the millions of dollars.

35. In reviewing Zillow's For-Sale-By-Owners listings Zillow has made it difficult, and in many cases impossible, for potential buyers to contact the For-Sale-By-Owner seller directly. Zillow also illegally recoups the cost of these "free" For-Sale-By-Owner ads by

allowing Zillow's Premier Agents to be the only contact on the For-Sale-By-Owners' listing. This means that the only contacts the For-Sale-By-Owners get from Zillow's website forces them to go through real estate agents instead of directly to the For-Sale-By-Owners.

36. These For-Sale-By-Owners then end up having to pay a commission in order to get a lead on the purchase which came directly from Zillow's website. Instead of paying a modest fee to publish their listing in the Picket Fence Preview magazine and on their website, the deceived customer ends up paying 3% or more in commissions on the sale of their property.

37. On a \$350,000 property, that is a loss of \$10,500 at a 3% commission rate. Essentially Zillow has hidden the fee from the For-Sale-By-Owners and deceived them into believing by listing their property on Zillow's site they would avoid commissions. Zillow baits the consumer with a "free" For-Sale-By-Owner ad and switches it into an ersatz real estate listing by diverting inquiries intended for the owner to real estate agents who pay Zillow for those inquiries.

38. The actions by Zillow are unlawful because it engages in both anti-consumer bait-and-switch tactics by providing "free" advertising for For-Sale-By-Owners and anti-competitive practices by unlawfully undercutting the prices for legitimate For-Sale-By-Owners advertising.

39. Zillow destroyed the competitive market for For-Sale-By-Owner sellers paid advertising by unlawfully shifting the cost for the advertising from the For-Sale-By-Owners sellers to the Premier Agents and other Agents advertising on Zillow's site. It hid the new higher cost to the For-Sale-By-Owner sellers, who were now hit with unexpected realtor fees.

40. These real estate agents in turn profited from Zillow's scheme by Zillow's redirecting the buyer inquiries that should have gone to the For-Sale-By-Owners sellers to the Premier Agents who were paying Zillow to deceptively divert potential customers to them.

41. People who sell property as For-Sale-By-Owner do this to avoid paying a commission to a real estate agent. The "free" For-Sale-By-Owner ad offered by Zillow baited the seller into placing the ad, which Zillow then switched to an expensive real estate listing by virtue of hijacking the inquiries to real estate agents that paid Zillow to receive those inquiries.

42. Zillow recouped the "cost" of the "free" ad by fees paid to Zillow from the agents receiving those hijacked inquiries.

43. Plaintiff is informed, and therefore believes, the estimated cost of this bait and switch scheme Zillow has illegally caused the diversion of millions of dollars in Vermont, New Hampshire, and New York and hundreds of millions of dollars nationwide since 2006 from unsuspecting For-Sale-By-Owners and their buyers.

44. Prior to Zillow offering free For-Sale-By-Owner listings on its website, Picket Fence Preview was enjoying dynamic and consistent growth. This included Picket Fence Preview beginning to expand and franchise its business model.

45. There were also numerous other For-Sale-By-Owner publications across the country. Currently Picket Fence is one of the last remaining For-Sale-By-Owner publications. It continues to lose market share due to the bait-and-switch advertising offered by Zillow.

46. The practice by Zillow is unlawful as an unfair method of competition in commerce and unfair or deceptive acts or practices in commerce. It is also immoral behavior and is the kind of action that Antitrust regulations were aimed at protecting the public and competitive business from.

47. Zillow's act of leading For-Sale-By-Owners to believe they are getting a free ad to avoid paying a commission to a real estate broker is deceptive. Rather, Zillow makes it so potential buyers are directed to real estate agents, instead of being put directly in contact with the seller of the property. Essentially, thwarting the entire purpose of the seller of the property who was trying to avoid a commission for the sale of their property.

48. These sellers thus end up paying a significantly higher cost to sell their property than if they had listed it with a traditional For-Sale-By-Owner publication, like Picket Fence Preview.

49. Through Zillow's illegal actions Zillow has disrupted and perverted the entire For-Sale-By-Owner real estate marketplace, deceiving and defrauding both the seller and buyer of significant savings of the For-Sale-By-Owner real estate market as well as the businesses that provide legitimate advertising services to that market.

50. From the inception of Picket Fence's business to 1994, Picket Fence showed a steady increase in gross revenue and profits. Due to the nature of its business, increases in business did not create a significant increase in costs. This is because adding pages to their

publication and adding listed properties to their website did not increase their costs proportionally. Thus as they obtained more customers, their profits increased.

51. This loss can be easily tracked by viewing its historical revenue. Between 1994, its first full year of operation, and 2006, prior to the introduction of “free” For-Sale-By-Owner advertising by Zillow, Picket Fence Preview revenues grew at a compounded annual rate of 16% per year. Revenues initially grew slowly from 1994 to 2002, at a rate of 11.4% per year. However, from 2002 through 2006, revenue grew at an accelerated rate of 21.7% per year, but then began to decline almost every year thereafter.

52. In 2006, Picket Fence Preview had profits of approximately \$788,000. Their lost profits in 2017 is estimated at \$3,400,000 and at a projected 16% growth in profits from 2018 to 2030, Picket Fence Preview would have over \$128,467,758.50 in profits, calculated based on present value. That means by 2030 Picket Fence Preview estimates it will have lost over \$142,000,000 as a result of Zillow’s false advertising and unfair and deceptive practices.

53. Other losses include losses associated with potential expansion to other markets through company owned outlets and franchising fees that Picket Fence Preview could have charged but for the unlawful actions of Zillow.

54. Prior to 2006, Picket Fence Preview had started to work with others who wanted to start For-Sale-By-Owner advertising publications. Unfortunately due to the downturn in income for legitimate For-Sale-By-Owner advertising publications as a direct result of Zillow’s false advertising and unfair and deceptive practices, Picket Fence Preview was unable to fully develop that business model. Its losses from expansion and franchising are clearly in the hundreds of millions of dollars.

55. Zillow’s deception of offering For-Sale-By-Owner ads for free were likely to influence For-Sale-By-Owner conduct by distorting their ultimate exercise of choice. The representation by Zillow had the capacity or tendency to deceive a For-Sale-By-Owner to the detriment of Picket Fence.

56. The “free” listing Zillow offers deceives For-Sale-By-Owners since what Zillow was really doing was providing a forum for Premier Agents, who pay Zillow, to steal potential buyers from contacting the For-Sale-By-Owners directly. By hijacking the inquiries on For-Sale-By-Owner ads and sending them to Premier Agents, Zillow deceives and defrauds the consumer.

57. Zillow deceives and defrauds the seller who posted the free For-Sale-By-Owner ad as it steals this ad making it neither For-Sale-By-Owner nor free.

58. Zillow deceives and defrauds the potential buyer who inquired on such ads as the ad is not For-Sale-By-Owner since Zillow diverts this inquiry to paying real estate agents. Zillow's actions violated both the spirit and intent behind Vermont's Consumer Protection Act.

59. All of the actions by Zillow injured Picket Fence, because sellers and buyers are forced to pay a commission on the sale instead of a fully disclosed fixed price for advertising in Picket Fence.

60. Zillow's subsequent monetization of this engineered deception is not transparent to those who advertise, thus preventing them from making a choice to use other services that charge a reasonable rate for their services.

61. Zillow's actions were to promote Zillow's business at the cost of For-Sale-By-Owner consumers and this also had a direct effect on legitimate For-Sale-By-Owner businesses such as Picket Fence.

Count I

Violation of the Vermont Consumer Protection Act

62. Plaintiff realleges each and every allegation set forth in the previous and following paragraphs and incorporates them herein into this count by this reference.

63. Zillow's actions are a violation of the Vermont Consumer Protection Act and Picket Fence Preview has suffered as a result of Zillow's actions.

64. The Vermont Consumer Protection Act prohibits unfair and deceptive practices in commerce. The Consumer Protection Act provides that "[u]nfair methods of competition in commerce and unfair or deceptive acts or practices in commerce, are hereby declared unlawful." 9 V.S.A. § 2453(a).

65. Zillow engaged in unfair and deceptive acts and practices in violation of the Vermont Consumer Protection Act because (1) it made representations likely to mislead a consumer; (2) the For-Sale-By-Owner interpreted the representations reasonably; and (3) the representation had the capacity to affect For-Sale-By-Owners or others seeking to purchase

property being sold by For-Sale-By-Owner properties and where to spend advertising dollars to list their properties. This had a direct impact on Picket Fence's income.

66. Picket Fence is not required under the Vermont Consumer Protection Act to prove damage or intent.

67. The purpose behind Vermont's consumer protection laws is to protect this state's citizens from unfair and deceptive business practices and to encourage a commercial environment highlighted by integrity and fairness. Zillow's offering of a free For-Sale-By-Owner ad that is not free is deceptive and fraudulent.

68. Zillow's actions constitute an antitrust violation that has hurt Picket Fence.

69. Pursuant to Title 9 V.S.A. § 2465 Picket Fence has a cause of action under the Vermont Consumer Protection law as it sustained damages or injury as a result of a violation of State antitrust laws, including 9 V.S.A. § 2453, and it thus may sue and recover from Zillow the amount of its damages, reasonable attorney's fees and exemplary damages.

Count II Violation of the Lanham Act

70. Plaintiff realleges each and every allegation set forth in the previous and following paragraphs and incorporates them herein into this count by this reference.

71. Zillow, in connection with services in commerce provided to For-Sale-By-Owners, provided false or misleading representations of fact which as part of a commercial advertising program and promotion misrepresented the characteristics of the services they provided.

72. Zillow provides services in interstate commerce. Its business is centered around an internet service which provides information on real estate properties in every state in the United States.

73. It has provided false or misleading statements by claiming to provide free advertisements to parties selling their own homes, which are commonly referred to as For-Sale-By-Owners. Unknown to the sellers advertising on Zillow, potential buyers are directed to Zillow's Premier Agents instead of to the seller who is trying to sell the home on their own.

74. The owners of properties trying to sell real estate without having to pay a commission are deceived or likely to be deceived when they list the property for sale on Zillow for free. Many of these sellers are unable to connect with potential buyers and forced to pay commissions to real estate agents to obtain the names of potential buyers.

75. If sellers of property were informed that their advertisements were being diverted by Zillow they could have chosen a competitive service such as Picket Fence for advertising, which facilitates direct contact between a potential buyer and the seller.

76. The offering by Zillow of “free” advertisement listings for individuals choosing to sell their property without a realtor has impacted and caused injury to Picket Fence and adversely affected its ability to continue to expand its business.

77. The actions by Zillow have caused, continue to cause, and will cause in the future, significant financial injury to Picket Fence. Picket Fence knows individuals who were specifically deceived by the “free” promotion by Zillow who have indicated that they would have used Picket Fence to advertise had they known the truth about how Zillow directs potential buyers to real estate agents.

78. The offer by Zillow of “free” advertising was designed to influence the purchasing decisions of For-Sale-By-Owners to use their service as opposed to other advertising services which did not engage in bait-and-switch tactics with their customers.

79. Picket Fence has suffered a loss in advertising revenue as a direct result of Zillow offering the bait-and-switch “free” ads to For-Sale-By-Owners and is aware of individuals sellers who would have advertised with them if they had known the truth about how the “free” ads work.

80. Plaintiff is informed, and therefore believes, that sellers who advertise are not aware of the diversion, because they do not see the same information that potential buyers see when viewing the “free” ads. Specifically, they do not see the listing of Premier Agents on their account.

81. Plaintiff is informed, and therefore believes, that all individuals who select the Property Owner and press the “Contact” button will be called by Zillow and directed to a “Premier Agent.” A disclaimer, added in 2017, in small print reads as follows:

By pressing Contact, you agree that Zillow Group and its affiliates, and real estate professionals may call/text you about your inquiry, which may involve use of automated means and prerecorded/artificial voices. You don't need to consent as a condition of buying any property, goods or services. Message/data rates may apply. You also agree to our Terms of Use. Zillow does not endorse any real estate professionals. We may share information about your recent and future site activity with your agent to help them understand what you're looking for in a home.

82. Premier Agents pay a fee to appear in ads of homes advertised for sale on Zillow. Buyers attempting to contact someone about the property are first screened and contacted by Zillow and Zillow will put the potential buyer in touch directly with an agent. Zillow is thus directly involved in the bait-and-switch and the diversion of potential buyers from sellers.

83. Zillow advertises that For-Sale-By-Owners are able to post a listing for free, including video and unlimited photos. The offer includes listing your home on both Zillow and Trulia and that home shoppers will receive instant emails about new listings.

84. Individuals who list on Zillow are told that potential buyers will contact them through the email address they use to register on Zillow and that they must also add a phone number to the listing. However, Zillow does not inform potential sellers that individuals who select the "Contact" button when interested in a property, will first be directed to a Zillow representative who will then connect the potential buyer with a Premier Agent, who pays for the connection.

85. Zillow makes money off the For-Sale-By-Owner listings by promoting real estate agents who have paid to be Premier Agents and directing potential buyers to these Premier Agents. For-Sale-By-Owners who list their property are not informed of this and thus lose direct access to potential buyers and often end up having to pay a commission to a Premier Agent to obtain contact to the buyer who saw their ad on Zillow.

86. Zillow thus makes a profit from this advertising scheme to the detriment of Picket Fence Preview and the bait-and-switch tactic, which are unfair methods of competition and unfair and deceptive practices in commerce, prevents For-Sale-By-Owners from advertising on Picket Fence because they believe they are receiving free services, instead of having to pay for services on Picket Fence.

Count III

Page 12 of 13

Unfair Competition

87. Plaintiff realleges each and every allegation set forth in the previous and following paragraphs and incorporates them herein into this count by this reference.

88. Defendant has offered free advertising by using a bait and switch tactic to For-Sale-By-Owners and undercutting the price for legitimate advertising offered by Plaintiff.

89. This has caused harm to the Plaintiff because they have lost advertisers and the ability to expand and grow their business.

90. The Defendant's bad faith is evidenced by its efforts at promoting the "Premier Agent" program at the expense of the For-Sale-By-Owners and the to the detriment of the Plaintiff.

WHEREFORE, Plaintiff prays the Court grant the following:

1. Award the Plaintiff a jury trial on all issues triable to a jury;
2. Award the Plaintiff damages for violations of the Vermont Consumer Protection Act, including all damages, triple exemplary damages, attorney's fees and costs;
3. Award the Plaintiff damages for all violations of the Lanham Act, including profits made by Zillow for its conduct;
4. Award the Plaintiff damages for Zillow's unfair competition;
5. Grant the Plaintiff a permanent injunction against Zillow to prevent it from future violations and engaging in bait and switch tactics;
6. Award any other and further relief as the Court deems just and proper.

Dated at Colchester Vermont this 16th day of December 2020.

Bauer Gravel Farnham, LLP.
Attorneys for Plaintiff

By: 

Thomas C. Nuovo, Esq.
401 Water Tower Circle, Suite 101
Colchester VT 05408
(802) 863-5538
Tnuovo@aol.com

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

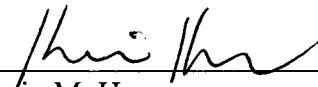
PICKET FENCE PREVIEW, INC.,)	
)	
Plaintiff,)	Case No. _____
)	
v.)	State Docket No. 20-CV-00924
)	Vermont Superior Court, Chittenden Unit
ZILLOW, INC.,)	
)	
Defendant.)	
)	

CERTIFICATE OF SERVICE

By my signature below, I hereby certify that I forwarded copies of *Civil Cover Sheet, Notice of Appearance, Notice of Removal, Corporate Disclosure Statement, and Stipulated Motion for Extension of Time to Respond*, via email to the following, on the date stated below:

Thomas C. Nuovo, Esq.
401 Water Tower Circle, Suite 101
Colchester VT 05408
(802) 863-5538
Tnuovo@aol.com

Dated: January 19, 2021

By: 
Kevin M. Henry
Primmer Piper Eggleston & Cramer PC
30 Main Street, Suite 500
P.O. Box 1489
Burlington, VT 05402-1489
khenry@primmer.com
(802) 864-0880
Attorney for Defendant Zillow, Inc.

CIVIL COVER SHEET

JS 44 (Rev 10/20)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>Picket Fence Preview, Inc.</p> <p>(b) County of Residence of First Listed Plaintiff <u>Chittenden, VT</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Thomas C. Nuovo, Esq., 401 Water Tower Circle, Suite 101, Colchester VT 05408, (802) 863-5538</p>	<p>DEFENDANTS</p> <p>Zillow, Inc.</p> <p>County of Residence of First Listed Defendant <u>King County, WA</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Kevin M. Henry, Primmer Piper Eggleston & Cramer PC, 150 South Champlain Street, P.O. Box 1489, Burlington, VT 05602, (802) 864-0880</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>LABOR</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care: Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 690 Other <p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016
	<p>PRISONER PETITIONS</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 20 USC 760

RECEIVED

JAN 19 2021

U.S. DISTRICT COURT
BURLINGTON, VT

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. § 1125

Brief description of cause:
 Lanham Act / unfair competition

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
 DEMAND \$ 3,400,000
 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: Jan 19, 2021

SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # 0347 AMOUNT 402.00 APPLYING IFP _____ JUDGE 1012 MAG. JUDGE _____

2:21-cv-12