

Attorney Number 48993

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

Vipul B. Patel, individually, Bhasker T Patel,)
as the co-Trustee of the Jyotsna B. Patel)
Living Trust dated March 9, 2001, Jyotsna B.)
Patel, as co-Trustee of the)
Jyotsna B. Patel Living Trust dated March 9,)
2001, Castle Bldrs.com, Inc., an Illinois)
corporation (collectively the “Plaintiffs”),)
individually and on behalf of others similarly)
situated)
Plaintiffs)
))
v.)
Zillow, Inc. and Zillow Group, Inc.)
Defendants)

**CLASS ACTION COMPLAINT FOR (A) INJUNCTION FOR VIOLATION OF
THE ILLINOIS REAL ESTATE APPRAISER’S LICENSING ACT, (B)FOR
INJUNCTION, DAMAGES AND PUNITIVE DAMAGES PURSUANT TO THE TORT
OF INVASION OF SECLUSION; (C) FOR INJUNCTION AND ATTORNEYS’ FEES
PURSUANT TO THE UNIFORM DECEPTIVE TRADE BUSINESS PRACTICES ACT
AND (D) FOR INJUNCTION, ACTUAL DAMAGES, PUNITIVE DAMAGES AND
ATTORNEYS’ FEES FOR VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT AND JURY DEMAND**

Plaintiffs, Vipul B. Patel, individually, Bhasker T. Patel, as co-Trustee of the Jyotsna B. Patel Living Trust dated March 9, 2001, Jyotsna B. Patel, as co-Trustee of the Jyotsna B. Patel Living Trust dated March 9, 2001, and Castle Bldrs.com, Inc. (collectively and hereinafter “Plaintiffs”), bring this Class Action Complaint against Defendants Zillow, Inc. and Zillow Group, Inc. for (a) an injunction pursuant to the Illinois Real Estate Appraiser’s Licensing Act, 225 ILCS 458; (b) for injunction, actual damages and punitive damages pursuant to the tort of invasion of privacy; (c) for an injunction and attorneys’ fees pursuant to the Uniform Deceptive Trade Business Practices Act, 815 ILCS 510/3, and (d) for actual damages, punitive damages

and attorneys' fees pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10. In support of the Complaint, Plaintiffs state as follows:

PARTIES, JURISDICTION AND VENUE

1. Vipul B. Patel is a Cook County, Illinois resident who owns fee simple title relative to real property located at 1624 Columbine Dr, Schaumburg, Cook County, Illinois 60173 (PIN 07-13-403-0004-0000). A copy of the Zillow web page relative to this property and Zillow's "Zestimate" is attached hereto as Exhibit 1 and is incorporated herein by reference.

2. Bhasker T. Patel and Jyotsna B. Patel are residents of Cook County Illinois. Bhasker and Jyotsna are husband and wife and are co-Trustees under the Jyotsna B. Patel Living Trust dated March 9, 2001 that owns the following real properties in Cook County, Illinois: (a) 1 Blossom Court, South Barrington, Cook County, Illinois (PIN 01-34-404-018-0000); (b) 837 Plumwood Drive, Schaumburg, Cook County, Illinois (07-14-408-014-0000); and (c) 1492 Willow Road, Schaumburg, Illinois (07-24-101-008-0000). A copy of the Zillow web pages relative to these properties and Zillow's "Zestimate" are attached hereto as Exhibits 2 through 4 and are incorporated herein by reference.

3. Castle Bldrs.com, Inc. is a duly licensed Illinois corporation with its principal place of business in Cook County, Illinois. Castle Bldrs.com, Inc. owns real property located at 1834 Whittier Lane, Schaumburg, Cook County, Illinois 60193 (PIN 07-20-318-004-0000). A copy of the Zillow web pages relative to this property and Zillow's "Zestimate" is attached hereto as Exhibit 5 and is incorporated herein by reference.

4. Upon information and belief, both Zillow, Inc. and Zillow Group, Inc. (collectively "Zillow") are Washington corporations doing business in Cook County, Illinois. Upon information and belief, Zillow has a registered agent at 208 S. LaSalle St., Suite 814,

Chicago, IL 60604. Upon information and belief, Zillow conducts business in Illinois generally and Cook County specifically. Upon information and belief, Zillow Group, Inc. contains Zillow, Inc. in its business portfolio.

5. Here, given that Zillow's actions relate to Illinois property and have tortiously impacted the market value of Plaintiffs' Cook County properties, this Court has jurisdiction pursuant to 735 ILCS 5/2-209(a)(1) and (2).

6. Because Zillow is a foreign corporation, venue is proper in any County within Illinois pursuant to 735 ILCS 5/2-101. However, given that Plaintiffs reside in Cook County and also seek relief pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, venue is appropriate in Cook County pursuant to 815 ILCS 5/10(b).

CLASS ALLEGATIONS

7. **Class Definitions:** Plaintiffs bring this action pursuant to 225 ILCS 458/1 on behalf of themselves and all current owners of real estate property located in Illinois whose property(ies) are listed on Zillow's website (the "Class").

The following people are excluded from the Class: (1) any Judge or Magistrate presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Classes; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

8. **Numerosity:** The exact number of members of the Class is unknown, but individual joinder in this case is impracticable. The Class likely consist of millions of homes and other real estate assets (including but not limited to condominiums and vacant land) within the State of Illinois and listed on Zillow's website. Members of the Class can be easily identified through Zillow's records.

9. **Commonality and Predominance:** There are many questions of law and fact common to the claims of Plaintiffs and the other members of the Class, and those questions predominate over any questions that may affect individual members of the Class. Common questions for the Class include but are not limited to the following:

- (a) Whether Zillow's conduct in listing homes and other real estate assets on their site with a "Zestimate" as to the homes' value constitutes a violation of the Real Estate Appraiser Licensing Act, 225 ILCS 458, and should be enjoined as a matter of law;
- (b) Whether Zillow's conduct in gathering financial/appraisal information relative to the Plaintiffs' and the Class' real property assets, compiling Plaintiffs' and the Class' financial/appraisal information, and publicly disseminating financial/appraisal opinions relative to Plaintiffs' and the Class' real property violates the tort of invasion of seclusion warranting the imposition of an injunction, damages and punitive damages;
- (c) Whether Zillow's conduct in attempting to market Plaintiffs and the Class through their website and their marketing practices contained, including but not limited to (1) the "Zestimate" tool in itself; (2) their taking financial advantage of the confusion caused by the "Zestimate"; (3) their lack of disclosures on several topics; and/or (4) their collection, compilation and public dissemination of financial/appraisal opinions relative to Plaintiffs' and the Class' property constitutes a violation of the Uniform Deceptive

Trade Practices Act, 815 ILCS 510/3, that warrants an injunction and an award of attorneys' fees; and

(d) Whether Zillow's conduct in attempting to market Plaintiffs and the Class through their website and their marketing practices contained, including but not limited to (1) the "Zestimate" tool in itself; (2) their taking financial advantage of the confusion caused by the "Zestimate"; (3) their lack of disclosures on several topics; and/or (4) their collection, compilation and public dissemination of financial/appraisal opinions relative to Plaintiffs' and the Class' property constitutes a violation of the Illinois Consumer Fraud Act, 815 ILCS 505/2, that warrants an injunction and an award of damages, punitive damages and attorneys' fees.

10. **Typicality:** Plaintiffs' claims are typical of the claims of the other members of the Class in that Plaintiffs and the members of the Class sustained damages arising out of Zillow's uniform wrongful conduct.

11. **Adequate Representation:** Plaintiffs have and will continue to fairly and adequately represent and protect the interests of the Class, and they have retained counsel competent and experienced in complex litigation and class actions. Plaintiffs have no interests antagonistic to those of the Class, and Defendant has no defenses unique to Plaintiffs. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the members of the Class, and they have the resources to do so. Neither Plaintiffs nor their counsel have any interest adverse to those of the other members of the Class.

12. **Superiority:** This class action is also appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of

this controversy and joinder of all members of the Class is impracticable. The damages suffered by the individual members of the Class will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by Defendant's wrongful conduct. Thus, it would be virtually impossible for the individual members of the Class to obtain effective relief from Defendant's misconduct. Even if members of the Class could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

**COUNT I- REQUEST FOR INJUNCTION PURSUANT TO THE REAL ESTATE
APPRAISER LICENSING ACT, 225 ILCS 458/1 ET SEQ**

13. Plaintiffs and the Class reincorporate paragraphs 1 through 12 as though stated herein by reference as paragraph 13.

14. Upon information and belief, Zillow is not a licensed Illinois appraiser. Further, upon information and belief, Zillow had never appraised any of Plaintiffs' and/or the Class' homes/properties pursuant to commercially and legally recognized standards such as the Uniform Standards of Professional Appraisal Practices ("USPAP").

15. Neither Plaintiffs nor, upon information and belief, the Class have ever requested or authorized Zillow to gather data relative to any of their properties, to compile that data, to conduct appraisals and/or offer valuation opinions relative to their respective properties, to publicly disseminate the real property owned by Plaintiff on the Zillow website, and/or to publicly disseminate appraisal/financial information and/or opinions relative to Plaintiffs' and

the Class' home. Rather, upon information and belief, Zillow has unilaterally gathered, compiled and publicly listed properties and valuations without the advance, express consent of Plaintiffs and/or the Class.

16. Illinois law prohibits the preparation of appraisals without a license:

Sec. 5-5. Necessity of license; use of title; exemptions.

(a) It is unlawful for a person to (i) act, offer services, or advertise services as a State certified general real estate appraiser, State certified residential real estate appraiser, or associate real estate trainee appraiser, (ii) develop a real estate appraisal, (iii) practice as a real estate appraiser, or (iv) advertise or hold himself or herself out to be a real estate appraiser without a license issued under this Act. A person who violates this subsection is guilty of a Class A misdemeanor for a first offense and a Class 4 felony for any subsequent offense.

(a-5) It is unlawful for a person, unless registered as an appraisal management company, to solicit clients or enter into an appraisal engagement with clients without either a certified residential real estate appraiser license or a certified general real estate appraiser license issued under this Act. A person who violates this subsection is guilty of a Class A misdemeanor for a first offense and a Class 4 felony for any subsequent offense.

(b) It is unlawful for a person, other than a person who holds a valid license issued pursuant to this Act as a State certified general real estate appraiser, a State certified residential real estate appraiser, or an associate real estate trainee appraiser to use these titles or any other title, designation, or abbreviation likely to create the impression that the person is licensed as a real estate appraiser pursuant to this Act. A person who violates this subsection is guilty of a Class A misdemeanor for a first offense and a Class 4 felony for any subsequent offense.

225 ILCS 458/5-5.

17. Illinois law defines an appraisal as follows:

"Appraisal" means (noun) the act or process of developing an opinion of value; an opinion of value (adjective) of or pertaining to appraising and related functions, such as appraisal practice or appraisal services.

225 ILCS 458/1-10.

18. Upon information and belief, Zillow controls (and indeed appears to monopolize) the listings for public access for homes in Illinois. Upon information and belief, Zillow are publicly traded companies that makes their money from real estate brokers who pay marketing fees in order to solicit customers such as Plaintiffs and the Class and/or to bring buyers' brokers to persons such as Plaintiffs and the Class. In other words, Zillow caters to brokers who pay Zillow fees by providing them "leads" to homeowners such as Plaintiff and the Class through their internet website.

19. In describing its "Zestimate", Zillow denies that it is an "appraisal". A copy of their webpage description is attached hereto as Exhibit 6 and is incorporated herein by reference. However, Zillow concedes that it is (a) an estimate as to market value and (b) is promoted as a tool for potential buyers to use in assessing market value of a given property. Indeed, on the webpage itself, there is a tab noted "home value" with detailed information contained therein stemming from the "Zestimate" tool. As such, despite their disclaimer, Zillow's "Zestimate" meets the definition of an appraisal under Illinois law. As such, Zillow should not be engaging in this business practice without a valid appraisal license and, further, the consent of Plaintiffs and/or the Class.

20. In addition, upon information and belief, Zillow has publicly stated that its "Zestimate" is (a) a computer algorithm and (b) based on a "propriety formula". Neither of these have any bases under USPAP. Indeed, there is no "secret sauce" in the world of appraisal/valuation law. Unlike Zillow's Zestimate, an appraiser would study a given property and determine what comparable properties are appropriate and, further, weed out the inappropriate properties in its valuation analysis. Likewise, the property owner would have the right to review the appraiser's work. So, as such, the "Zestimate" concept is a nonsense

methodology created by a data company that has no foundation in any recognized real estate valuation standards.

21. Plaintiffs and the Class will continue to suffer irreparable injury with the current “Zestimate” placed by Zillow relative to their properties without the granting of an injunction to prohibit this conduct.

22. Plaintiffs and the Class seek injunctive relief so as to avoid suffering monetary loss due to Zillow’s improper conduct.

Wherefore, Plaintiffs and the Class respectfully request that this Court issue an injunction against Zillow and either require them to immediately remove the “Zestimate” relative to all Illinois homes and real estate properties located in Illinois. Plaintiffs and the Class also request that this Court order Zillow to reimburse Plaintiffs and the Class for all costs associated with the filing of this litigation and such other relief as this Court deems just and equitable.

COUNT II-REQUEST FOR INJUNCTION, DAMAGES AND PUNITIVE DAMAGES
PURSUANT TO THE TORT OF INVASION OF PRIVACY

23. Plaintiffs and the Class reincorporate paragraphs 1 through 22 as though stated herein by reference as paragraph 23.

24. As noted above, Zillow has not requested of the Plaintiffs and, upon information and belief, the Class for permission to either list their property on Zillow’s internet website and/or offer opinions of value relative to their properties.

25. Illinois law provides that it is illegal to solicit the owner of residential property as follows:

Inducements to sell or purchase by reason of race, color, religion, national origin, ancestry, creed, physical or mental disability, or sex--Prohibition of Solicitation. It shall be unlawful for any person or corporation knowingly:

To solicit any owner of residential property to sell or list such residential property at any time after such person or corporation has notice that such owner does not desire to sell such residential property. For the purpose of this subsection, notice must be provided as follows:

(1) The notice may be given by the owner personally or by a third party in the owner's name, either in the form of an individual notice or a list, provided it complies with this subsection.

(2) Such notice shall be explicit as to whether each owner on the notice seeks to avoid both solicitation for listing and sale, or only for listing, or only for sale, as well as the period of time for which any avoidance is desired. The notice shall be dated and either of the following shall apply: (A) each owner shall have signed the notice or (B) the person or entity preparing the notice shall provide an accompanying affidavit to the effect that all the names on the notice are, in fact, genuine as to the identity of the persons listed and that such persons have requested not to be solicited as indicated.

(3) The individual notice, or notice in the form of a list with the accompanying affidavit, shall be served personally or by certified or registered mail, return receipt requested.

720 ILCS 590/1.

26. Upon information and belief, Zillow did not disclose the above law on their website so as to inform Plaintiffs and/or the Class of the fact that they have a right to not have their property listed on the Zillow website and/or be solicited by Zillow's real estate broker partners (and/or the mechanism for having themselves removed from the website pursuant to the above notice provision of the statute should they have an objection to being listed on Zillow's website).

27. In addition, because Zillow speciously claims that it is not engaged in appraisal practices, Zillow also unilaterally has improperly and fallaciously exempted itself out from the ethics rules that an appraiser would be governed by relative to appraising a given property. Specifically, Zillow makes no effort to comply with USPAP, including but not limited to the

ethical obligation that appraisals should not be publicly disseminated. Specifically, the ethic's rule under USPAP provides as follows:

Confidentiality:

An appraiser must protect the confidential nature of the appraiser-client relationship.

An appraiser must act in good faith with regard to the legitimate interests of the client in the use of confidential information and in the communication of assignment results.

An appraiser must be aware of, and comply with, all confidentiality and privacy laws and regulations applicable in an assignment.¹³

An appraiser must not disclose: (1) confidential information; or (2) assignment results to anyone other than:

- the client;
- parties specifically authorized by the client;
- state appraiser regulatory agencies;
- third parties as may be authorized by due process of law; or
- a duly authorized professional peer review committee except when such disclosure to a committee would violate applicable law or regulation.

An appraiser must take reasonable steps to safeguard access to confidential information and assignment results by unauthorized individuals, whether such information or results are in physical or electronic form.

An appraiser must ensure that employees, co-workers, sub-contractors, or others who may have access to confidential information or assignment results, are aware of the prohibitions on disclosure of such information or results.

13. For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. The Federal Trade Commission (FTC) issued two rules. The first rule (16 CFR 313) focuses on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities include "appraising real or personal property." See GLB-Privacy. The second rule (16 CFR 314) requires appraisers to safeguard customer non-public personal information. See GLB-Safeguards-Rule. Significant liability exists for appraisers should they fail to comply with these FTC rules.

USPAP, 2016-207 edition, p. 10 (Confidentiality rule of ethics).

28. Moreover, 15 U.S.C. §6801 provides as follows relative to an appraiser's obligation of confidentiality relative to appraisals:

(a) Privacy obligation policy

It is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to protect the security and confidentiality of those customers' nonpublic personal information.

15 U.S.C. §6801. In addition, 16 CFR §313.3(k)(2) clearly states that appraisers of personal or real property are considered to be a "financial institution" pursuant to 16 CFR §313.3 (k)(2) and, further, that 12 CFR §225.28(b)(2)(ii) considers the act of appraising real property to constitute a financial activity. Finally, 13 CFR §313.3(n)(1) considers personally identifiable financial information such as appraisals as nonpublic personal information that is not to be disseminated unless compliance with 13 CFR §310 (which requires notice and the opt-out right by the consumer prior to dissemination of the personally identifiable financial information) is had.

29. Notwithstanding the above standards and laws, Zillow nevertheless unilaterally and willfully opted to disregard Plaintiffs' and the Class' right to seclusion by publicly disseminating appraisal/financial opinions relative to real property for the general public for review.

30. Here, at all times relevant, Illinois has recognized the tort of invasion of seclusion. Specifically, Illinois prohibits "[o]ne who intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or concerns, is subject to liability to the other for invasion of his privacy, if the intrusion would be highly offensive to a reasonable person." Restatement (Second) of Torts § 652B (1977). Moreover, comment b to section 652B of the Restatement provides, in pertinent part: "b. The invasion may be * * * by some other form of

investigation or examination into his private concerns, as by opening his private and personal mail, searching his safe or his wallet, examining his private bank account, or compelling him by a forged court order to permit an inspection of his personal documents. The intrusion itself makes the defendant subject to liability, even though there is no publication or other use of any kind of the * * * information outlined.” Restatement (Second) of Torts § 652B cmt. b, at 378–79 (1977).

31. Zillow violated the Plaintiffs’ and the Class’ right to seclusion by: (a) intentionally gathering financial information relative to their real estate asset’s value without the express and advance consent of Plaintiffs and the Class; (b) by intentionally compiling that information so as to create a computer valuation tool (i.e. the “Zestimate”) in an effort to provide appraisal valuations relative to Plaintiffs’ and the Class’ property without the express and advance consent of Plaintiffs and the Class; (c) by intentionally and publicly disseminating the financial/appraisal information generated by the “Zestimate” tool relative to Plaintiffs’ and the Class’ real property on the internet for third parties to see without giving Plaintiffs and the Class the right to advance notice; and (d) by refusing to allow Plaintiffs and the Class the right to opt out of the public dissemination of the listing of their property and/or their financial/appraisal conclusions relative to same.

32. Because Zillow has improperly invaded the seclusion of Plaintiffs and the Class and shows no sign of ceasing their conduct, injunctive relief is necessary and proper.

33. Moreover, Zillow’s improper invasion of seclusion also creates an actual damages claim by Plaintiffs and the Class. For example, the improper “Zestimate” tool and its invasion on the seclusion of Plaintiffs’ and the Class’ appraisal/financial information has proximately caused the following injury: (a) a low “Zestimate” driving away potential buyers; (b) a low

“Zestimate” causing buyers to harass sellers with the admittedly incorrect information that not be published; (c) a low “Zestimate” adding unnecessary expense relative to the sales process, including but not limited to paying bills/mortgages/taxes relative to the real property due to the increased time taken to sell the property; (d) in some cases, a low “Zestimate” forcing many sellers to hire brokers because of the confusion created by Zillow (therein adding additional and otherwise unnecessary expense to the sale of the property); and (e) in some cases, a low “Zestimate” causing property owners to withdraw their selling for sale altogether due to their inability to sell the property.

34. Further, upon information and belief, Zillow has publicly admitted that the “Zestimate” tool is flawed and confusing. Likewise, upon information and belief, Zillow has never taken the position that its valuation techniques have any similarity and/or foundation to the nationally recognized USPAP quality valuation standards.

35. Indeed, upon information and belief, Zillow has bragged that the confusion created via their admittedly flawed “Zestimate” tool creates marketing opportunities for “premier agents” of Zillow, i.e. real estate brokers who pay Zillow for seller leads. Specifically, Spencer Rascoof (the CEO of Zillow Group) has publically bragged on Twitter that the "Questions about the Zestimate are an opportunity [for real estate brokers who pay Zillow for seller leads] to get the appointment." A copy of the “tweet” is attached hereto as Exhibit 7 and is incorporated herein by reference. In other words, Zillow has affirmatively and publicly embraced the fact that the confusing and inaccurate “Zestimate” tool is nothing more than an improper marketing ploy for Zillow’s premier agents to use in further invading the Plaintiffs’ and the Class’ right to seclusion.

36. Upon information and belief, Zillow does not allow any mechanism for Plaintiffs and/or the Class to cure and/or demand removal of their listing and/or the “Zestimate”. Rather, Plaintiffs and the Class are directed to go on a “wild goose chase” by sending e-mails to an unresponsive and unqualified employee wherein the “Zestimate” rarely (if ever) is removed and/or cured by Zillow. Upon information and belief, Zillow’s refusal to resolve the confusion created by the “Zestimate” is purposeful in that Zillow has come to realize that their refusal to cure the “Zestimate” problem that they created will pressure the Plaintiffs and the Class to retain one of Zillow’s “premier” real estate brokers to resolve valuation issues and help them market the property.

37. For example, Zillow has publicly admitted that their “premier” real estate broker should therein use the flawed “Zestimate” as a way to establish a client/broker relationship with the confused Plaintiffs and Class: “anytime that someone [a property owner]... contacts you [the real broker relative to the “Zestimate”]....you have a live person on the other end of the phone that is interested in real estate....that’s not just a lead, that’s a smoking hot lead...and that’s where explaining how the “Zestimate” is calculated and what its strength and weaknesses are helps prove that value add [by you the real estate broker] to your client [the property owner]. I’ve had people come up to me at conferences basically saying ‘Please don’t make this “Zestimate” any more accurate. I love it-- because its an angle—it’s a way to start and establish a conversation, build that trust...’ all of those kinda fundamental steps you need to make and take when you first have a contact that you’re hopefully ultimately convert into a client.” (Source YouTube: “Zillow Myth: The Zestimate Makes My Job Difficult”: https://www.youtube.com/watch?list=PLuETP0dUuSkddPEb5uMh_uwvchL5P4do6¶ms=OAFIAVgX&v=kaNxLGB0ePE&mode=NORMAL&app=desktop) In sum, Zillow has publicly

and effectively admitted that the “Zestimate” is a deceptive marketing ploy that Zillow’s real estate brokers can use to secure sell-side brokerage contracts with residential real property owners.

38. In other words, Zillow has publicly admitted that not only was their invasion upon Plaintiffs’ and the Class’ seclusion intentional, but that their “Zestimate” tool should be used to prey upon the Plaintiffs and the Class so as to force them to retain real estate brokers. As such, Plaintiffs and the Class request punitive damages in addition to the above forms of relief.

Wherefore, Plaintiffs and the Class respectfully request that this Court: (a) enjoin Zillow from collecting Plaintiffs’ and the Class’ financial/appraisal information; (b) enjoin Zillow from further using the “Zestimate” tool to assess the Plaintiffs’ and Class’ financial/appraisal information; (c) enjoin Zillow from publicly disseminating any opinion of appraisal/valuation relative to Plaintiffs and the Class; (d) award actual damages to Plaintiffs and the Class; and (e) award punitive damages to Plaintiffs and the Class.

COUNT III-REQUEST FOR INJUNCTION AND REIMBURSEMENT OF COSTS AND ATTORNEYS’ FEES PURSUANT TO THE UNIFORM DECEPTIVE TRADE PRACTICES ACT, 815 ILCS 510/3 et seq.

39. Plaintiffs and the Class reincorporate paragraphs 1 through 38 as though stated herein by reference as paragraph 39.

40. At all times relevant hereto, the Uniform Deceptive Trade Businesses Act has applied. In relevant part, it provides as follows:

A person likely to be damaged by a deceptive trade practice of another may be granted injunctive relief upon terms that the court considers reasonable. Proof of monetary damage, loss of profits or intent to deceive is not required. Relief granted for the copying of an article shall be limited to the prevention of confusion or misunderstanding as to source.

Costs or attorneys' fees or both may be assessed against a defendant only if the court finds that he has wilfully engaged in a deceptive trade practice.

The relief provided in this Section is in addition to remedies otherwise available against the same conduct under the common law or other statutes of this State.

815 ILCS 510/3.

41. “Deceptive trade practices” is defined by the Uniform Deceptive Trade Practices Act as follows:

Deceptive trade practices.

(a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person:

(3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or certification by another;

11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

(12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.

(b) In order to prevail in an action under this Act, a plaintiff need not prove competition between the parties or actual confusion or misunderstanding.

(c) This Section does not affect unfair trade practices otherwise actionable at common law or under other statutes of this State.

815 ILCS 510/2(a)-(c).

42. The “Zestimate” and Zillow’s website have multiple and deceptive trade practices which include but are not limited to: (a) the usage of the “Zestimate” tool on their website, which makes calculations of valuation/appraisal of real property that have no basis in any sound, competent appraisal standard (such as USPAP) and, thereby, cause the likelihood of confusion and/or of misunderstanding to the public ; (b) the failure by Zillow to disclose to the Plaintiffs and/or the Class that there is a pre-existing business relationship between Zillow and the real estate agents listed on the webpage created for Plaintiffs’ and the Class’ property and/or that these real estate agents pay Zillow for “seller leads” with Plaintiffs and the Class; (c) the failure

by Zillow to fully and adequately disclose to Plaintiffs and the Class that they are aware of the confusing and incorrect nature of the “Zestimate”; (d) the failure by Zillow to disclose to Plaintiffs and the Class that they purposefully use the confusion that they have created via the “Zestimate” tool as a marketing ploy for their Zillow premier agents to use as a lead to solicit unsuspecting Plaintiffs and/or the Class; (e) the gathering, compiling, assessment and dissemination of Plaintiffs’ and the Class’ financial information to the public without first securing Plaintiffs’ and the Class’ consent; (f) the refusal by Zillow to cure or remove listings and/or “Zestimates” upon the objection of Plaintiffs and/or the Class; and (g) the unauthorized listing of property and incorrect valuations on their website so as to lure people to the website so that they can thereafter be solicited by Zillow’s premier real estate broker agents for services.

43. Zillow intended that Plaintiffs and the Class rely on their deceptive business practices.

44. The above demonstrates Zillow’s willfully exploitation of Plaintiffs and the Class through Zillow’s deceptive trade practices. As such, Plaintiffs and the Class are entitled to an award of costs and attorneys’ fees in addition to injunctive relief.

Wherefore, Plaintiffs and the Class request that (a) this Court enjoin Zillow from posting “Zestimates” relative to Plaintiff and the Class’ property pursuant to the Uniform Deceptive Trade Business Practices Act and (b) award reimbursement of costs and attorneys’ fees incurred in bringing this complaint for injunctive relief.

**COUNT IV-REQUEST FOR ACTUAL DAMAGES, REIMBURSEMENT OF COSTS,
PUNITIVE DAMAGES AND ATTORNEYS' FEES PURSUANT TO THE ILLINOIS
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT**

45. Plaintiffs and the Class reincorporate paragraphs 1 through 44 as though stated herein by reference as paragraph 45.

46. At all times relevant hereto, the Consumer Fraud and Deceptive Business Practices Act has applied. In relevant part, it provides as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.

815 ILCS 505/2. Further, the Act provides:

(a) Any person who suffers actual damage as a result of a violation of this Act committed by any other person may bring an action against such person. The court, in its discretion may award actual economic damages or any other relief which the court deems proper;

815 ILCS 505/10a. "The term "person" includes any natural person or his legal representative, partnership, corporation (domestic and foreign), company, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof." 815 ILCS 505/1(c).

47. As discussed above in Counts II and III, Zillow has engaged in multiple acts of deception relative to Plaintiffs and the Class vis-à-vis their "Zestimate" tool and their invasion of the seclusion of privacy for purposes.

48. As discussed above in Counts II and III, Zillow's acknowledgement of the fact that the "Zestimate" tool is admittedly confusing and should be used by their "premier" real estate brokers as a lead generator to Plaintiffs and the Class, demonstrates that it is the intent of Zillow to engage in unfair and deceptive acts and practices to the financial detriment of the Plaintiff and the Class.

49. As discussed above in Counts II and III, Zillow has admitted that it is its intention for the Plaintiffs and the Class to rely upon the confusion of their unfair and deceptive trade practices (including but not limited to the admittedly inaccurate "Zestimate" tool) so that the Plaintiffs and the Class will rely on the deceptive practices and feel pressured to retain one of Zillow's "premier" real estate agents to resolve the problem that they created while at the same time not disclosing that these same brokers have an ethical conflict of interest and pre-existing financial interest with Zillow.

50. As discussed above, Zillow's unfair and deceptive practice requires injunctive relief in that Zillow continues to engage in its above-described deceptive and unfair trade practices without regard to the rights of the Plaintiffs and the Class.

51. Further, as discussed above, Zillow's unfair and deceptive trade practices also warrants an award of actual damages given that the Plaintiffs and the Class suffer actual damages in the marketing and attempted sale of their property.

52. Finally, as discussed above, Zillow's unfair and deceptive trade practices also warrant an imposition of attorneys' fees and punitive damages in that Zillow had publicly admitted and bragged that the confusion that they created by their unfair and deceptive trade practices, including but not limited to their comments relative to the "Zestimate" tool, should be

used by their “premier” real estate brokers to prey upon Plaintiffs and the Class in their efforts to solicit their retention of brokerage services.

Wherefore, Plaintiffs and the Class request that (a) this Court enjoin Zillow from posting “Zestimates” relative to Plaintiff and the Class’ property pursuant to the Consumer Fraud and Deceptive Business Practices Act; (b) award Plaintiffs and the Class actual damages proximately caused by Zillow’s unfair and deceptive trade practices; (c) award Plaintiffs and the Class punitive damages and (d) award reimbursement of costs and attorneys’ fees incurred in bringing this complaint for injunctive relief.

Jury Demand

Plaintiffs and the Classes Hereby Demand a Trial By Jury

Vipul B. Patel, individually, Bhasker T. Patel, as co-Trustee of the Jyotsna B. Patel Living Trust dated March 9, 2001, Jyotsna B. Patel, as co-Trustee of the Jyotsna B. Patel Living Trust dated March 9, 2001, and Castle Bldrs.com, Inc., individually and as representatives of the Class

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